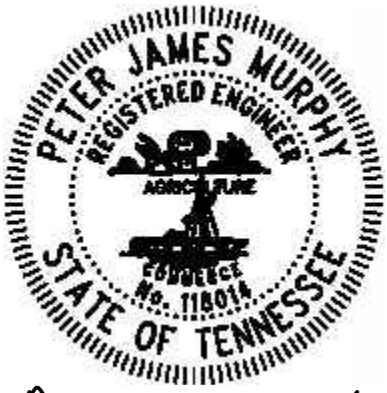
HURST-ROSCHE, INC.

PROJECT MANUAL FOR
PRYOR AND WEBSTER BUILDINGS HVAC UPDATES
COLUMBIA STATE COMMUNITY COLLEGE
1665 HAMPSHIRE PIKE
COLUMBIA, MAURY COUNTY, TENNESSEE
SUBPROJECT A: FIRE ALARM REPLACEMENT
PRYOR AND WEBSTER BUILDINGS
SBC No. 166/015-03-2021A
HR PROJECT No. 510-3441

PREPARED FOR
STATE OF TENNESSEE,
BOARD OF REGENTS – OFFICE OF FACILITIES DEVELOPMENT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

January 29, 2024

BID DOCUMENTS



Peter James Murphy

January 29, 2024
DATE

March 31, 2025
LICENSE EXPIRES

HURST–ROSCHE INC.
1101 Kermit Dr., Ste. 620 Nashville, TN 37217 Ph: 615-454-6615

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1665 HAMPSHIRE PIKE
COLUMBIA, MAURY COUNTY, TENNESSEE
SUBPROJECT A: FIRE ALARM REPLACEMENT - PRYOR AND WEBSTER BUILDINGS
SBC No. 166/015-03-2021A

STATE OF TENNESSEE BOARD OF REGENTS – OFFICE OF FACILITIES DEVELOPMENT

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PRYOR AND WEBSTER BUILDINGS HVAC UPDATES
COLUMBIA STATE COMMUNITY COLLEGE
1665 HAMPSHIRE PIKE
COLUMBIA, MAURY COUNTY, TENNESSEE
SUBPROJECT A: FIRE ALARM REPLACEMENT - PRYOR AND WEBSTER BUILDINGS
SBC No. 166/015-03-2021A

STATE OF TENNESSEE BOARD OF REGENTS – OFFICE OF FACILITIES DEVELOPMENT

Sheet Number / Title

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END OF SECTION

00 11 16 – INVITATION TO BID

PROJECT:

Pryor and Webster Buildings HVAC Updates

SBC Number 166/015-03-2021A

Columbia State Community College

Columbia, Maury County, Tennessee

INVITATION:

The State of Tennessee is inviting General Contractor bids for the Work of this project. Examine documents at the Designer's office or Plan Rooms on or after March 21, 2024.

Bidding Documents in PDF format may be obtained at no cost from the following source.

Hurst-Rosche.com/projectsbid.html

Entities obtaining Bidding Documents become Bidders of Record for notifications. Bidders of Record may purchase hard copies of Bidding Documents from the same source (nonrefundable).

Bidders shall be licensed and qualified per state law. Five percent (5%) Bid Security is required in the form of a Bid Bond or check (certified or cashier's) made payable to State of Tennessee. Non-discrimination policy applies.

BIDS RECEIVED AT:

Tennessee Board of Regents, Office of Administration and Facilities Development,

1 Bridgestone Park, 3rd Floor, Nashville, Tennessee, 37214

Until 2:00 pm, local time

On Wednesday, April 10, 2024

PRE-BID CONFERENCE AT:

Columbia State Community College, 1665 Hampshire Pike, Columbia, Maury County, Tennessee, 38401 - Facilities Building Conference Room

At 1:30 pm, local time

On Thursday, March 28, 2024

PLAN ROOMS:

Smyrna - Nashville Contractors Association

Nashville - Associated General Contractors

Norcross, GA - ConstructConnect

DESIGNER:

Hurst-Rosche, Inc.

1101 Kermit Dr., Suite 620, Nashville, TN 37217

END OF SECTION

00 21 13 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 BIDDING DOCUMENTS

A. Bidding Documents may be obtained by Bidders and Subcontractors as described in the Invitation to Bid.

B. Bidders of Record will be issued subsequent addenda.

1.02 EXAMINATION

A. Bidders shall carefully examine site and documents to obtain first-hand knowledge of existing conditions and Work proposed.

B. Contractor will not be given extra payment for conditions which can be determined by examining site and documents.

1.03 QUESTIONS

A. Bidders shall submit questions about bidding documents to Designer in writing. Replies will be issued to Bidders of Record by addenda and will become part of Contract Documents. Designer and Owner will not make oral clarifications.

B. Questions shall be received by Designer at least six calendar days before bid opening date.

C. Normal practice is that no addenda affecting pricing will be issued less than three calendar days before bid opening date.

1.04 SUBSTITUTIONS

A. Substitution requests before receipt of bids shall be prepared in accordance with 01 25 13 Product Substitution Procedures.

B. Substitution requests before receipt of bids shall be received ten calendar days before date set to receive bids. However, regardless of the date received, consideration of substitution requests is not an obligation of the Designer or Owner and the Designer will determine if sufficient time is available for evaluation of the request.

C. Acceptable substitutions will be identified in addenda.

D. Bidders submitting bids in reliance upon a substitution when the substitution has not been approved prior to bidding do so at their own risk.

1.05 LICENSING AND QUALIFICATIONS

A. Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended (codified in Tennessee Code Annotated (TCA) § 62-6-101, et seq.). A contract will not be awarded to a bidder whose bid is in conflict with State licensing law.

B. Bidders with five or more employees are required by TCA § 50-9-113 to submit a completed Section 00 45 21 Drug-Free Workplace Affidavit with their bid that attests they have a complying drug-free workplace program.

C. In compliance with TCA § 50-9-114 bidders are advised that the Owner does not operate a certified drug-free workplace program that serves for compliance with TCA § 50-9-113.

D. Bids submitted shall not include a contractor or subcontractor disqualified from participating in State Building Commission projects. The State Architect maintains a list of those that are disqualified.

E. The bidder and its subcontractors shall not knowingly utilize the services of an illegal immigrant in the performance of the Work, and shall not knowingly utilize the services of any subcontractor, sub-subcontractor, or consultant who utilizes the services of an illegal immigrant in the performance of the Work.

F. In compliance with the Iran Divestment Act bids submitted shall not include a contractor or subcontractor on the list created pursuant to TCA § 12-12-106.

1.06 BID FORM

A. Make bids on an unaltered Bid Form. Submit one Bid Form. Failure to completely fill out Bid Form may cause bid to be rejected.

B. To indicate availability of an Add Alternate at no additional charge, write "No Charge" in the space. Additional stipulations or qualifications on Bid Form may cause bid to be rejected.

C. Bid Form shall be signed by person or persons legally authorized to bind Bidder to contract.

1.07 BID SECURITY

A. Bid Security is required in the amount of five percent (5%) of total amount of bid, including alternates, in the form of a Bid Bond or check (certified or cashier's) made payable to State of Tennessee.

B. Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

C. Owner may retain Bid Security of bidders to whom award is being considered until either (a) Contract has been executed, or (b) specified time has elapsed so that bid is not binding, or (c) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of Bid Security shall be forfeited to Owner as liquidated damages, not as penalty.

1.08 BID SUBMITTAL

A. Submit Bid Form, with required attachments, enclosed and sealed in a 9 inch by 12 inch Bid Envelope with Bid Envelope cover information as provided in Section 00 47 13 attached to the Bid Envelope. Bidder shall fill in blank spaces on face of Envelope except the blank space provided for Designer's approval.

B. If any work, regardless of dollar value, is required for any or of the subcontract trades listed on the Bid Envelope form, list subcontractor(s) that will perform that work. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a category, write "None Required" in space provided for subcontractor(s). If acceptance of Alternate or combination of Alternates changes subcontractor, indicate change on Bid Envelope.

C. Provide State contractor license number, expiration date, and applicable classifications for Bidder and listed subcontractors, as applicable by State licensing law.

D. Bidders are solely responsible for ensuring that bids are received by the time and at the place identified for receipt of bids. The bid opening time shall be established by the timepiece of the Owner's representative. Bids received late will be returned unopened.

E. A bid sent by mail or courier shall be enclosed in an envelope clearly marked "Bid Envelope Enclosed".

1.09 MODIFICATION AND WITHDRAWAL PRIOR TO CLOSE OF BIDDING

A. Modification: Bids, once submitted, may be modified before the scheduled opening time only upon receipt of a written modification signed by a person legally authorized to bind Bidder to contract. Modification to a bid may be made as an "Add" or "Deduct" only. Modification to bid may be written on the Bid Envelope with the signature of an authorized representative of the Bidder also written on the Bid Envelope. Modification shall indicate only the amount of change, clearly identified as an "Add" or "Deduct", and not indicate either the prior or resulting bid amount.

B. Withdrawal: Bids, once submitted, may be withdrawn before the scheduled opening time only upon receipt of a written withdrawal request signed by a person legally authorized to bind Bidder to contract.

1.10 POST-BID WITHDRAWAL OF BID FROM CONSIDERATION DUE TO MISTAKE

A request to withdraw a bid due to a mistake shall follow the Policy and Procedure of the State Building Commission. In addition to the requirements therein, such requests shall be delivered in writing to the Owner not later than twenty-four hours after the time fixed for receipt and opening of bids.

1.11 CONSIDERATION OF BIDS

A. To be considered, bids shall be made in accordance with these Instructions to Bidders. Failure to comply with these requirements may cause bid to be rejected.

B. The Owner reserves right to: reject Unit Prices proposed in a bid without invalidating other portions of bid; reject a bid which does not provide all required Unit Prices; waive informalities; and, reject any or all bids.

C. It is Owner's intent to award contract based upon lowest evaluated responsive bid submitted by responsible Bidder for Base Bid plus Alternates (if any) taken in order up to, but not to exceed the Bid Target. If the Base Bid of all bidders exceeds the established Bid Target, the low Bidder is determined by the lowest Base Bid submitted by a responsible Bidder irrespective of any Alternates (if any) bid. When Alternates are included in bidding, Bid Target will be announced at bid opening prior to opening bids. Alternates may be accepted or rejected at Owner's discretion, provided that final combination of Base Bid and accepted Alternates does not change low Bidder as established by above method.

D. In the event of tie bids, preference will be given to in-State bidder over out-of-State bidder; and, if a tie still exists, successful Bidder will be determined by chance, e.g. a coin toss.

1.12 POST-BID INFORMATION

Each Bidder shall be prepared, if requested by Owner or Designer, to present, within ten days of the request, evidence of experience, qualifications, and financial ability to carry out the terms of the contract.

1.13 BONDS

A. If the initial Contract Sum as awarded exceeds $100,000, the successful Bidder shall provide Contract Bond in an amount of 100 percent of Contract Sum and in accordance with the requirements and form exhibited as Section 00 61 13.

B. The successful Bidder shall furnish, if applicable, a Three Year Roof Bond in an amount stipulated on the Bid Form and in accordance with the requirements and the form exhibited as Section 00 61 43.

1.14 EXECUTION OF THE CONTRACT

A. If a Bidder is presented the written Agreement form for signing, then that Bidder shall deliver to the Owner, within ten calendar days after presentation, the required number of counterparts of the signed Agreement Form, Contract Bond, Roof Bond (if required), and certificates of insurance, ACH Credits Form, and W-9 federal tax form.

B. Failure of the Bidder to return the Agreement as stipulated above shall entitle the Owner to require forfeiture of Bid Security and to proceed with award to the next lowest responsive Bidder.

1.15 AWARD OF THE CONTRACT

Presentation of Agreement form by Owner to Bidder for signature does not constitute award of Contract. Contract shall not be considered awarded until Bidder has received a fully executed Agreement.

1.16 DIVERSITY PARTICIPATION

A. It is the express desire of the Owner and the State Building Commission to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition or renovation of State projects under jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this State.

B. It is a requirement of all successful Bidders or proposers on projects under the jurisdiction of the State Building Commission that they report to the State the names and amounts of contracts entered into with diversity-owned businesses on their contract with the State in order for the State to collect data on such participation.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 00 25 13 – PRE-BID CONFERENCE

PART 1 GENERAL

1.1 PRE-BID MEETING

A. Architect will conduct a Pre-Bid Conference as indicated below:
   1. Date and time of Pre-Bid Conference (refer to section 00 11 16 – Invitation to Bid)

B. Attendance
   1. Attendance at the Pre-Bid Conference is recommended but is **not** mandatory.

C. Bidder Questions
   1. All Requests for Information during the Bidding period must be submitted in writing to the Architect:
      a. Email: cc'd to BOTH of the following:
         1) alochmaier@hurst-rosche.com
         2) pmurphy@hurst-rosche.com
      b. Mail: Hurst-Rosche, Inc., 1101 Kermit Dr., Ste. 620, Nashville, TN 37217
   2. Questions will be accepted up until five (5) days before bids are due. Less than 5 days before bids are due, questions will go unanswered.

D. For access to view the site at times other than at the pre-bid conference, Bidders shall first contact and schedule an appointment with the following at Columbia State Community College:
   1. David Hall, Maintenance Director,
      a. Email: rhall12@ColumbiaState.edu
      b. Phone: 931-540-2622
   2. Timothy Hallmark, Facility Services and Safety Director,
      a. Email: Tim.Hallmark@ColumbiaState.edu
      b. Phone: 931-540-2712

1.2 AGENDA

A. Pre-Bid Conference agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
   1. Procurement and Contracting Requirements
      a. Invitation to Bid.
      b. Instructions to Bidders.
      c. Bonding.
      d. Insurance.
      e. Bid Form and Attachments.
      f. Bid Submittal Requirements.
      g. Diversity Goals.
   2. Communication During Bidding
      a. Obtaining documents.
      b. Bidder's Requests for Information.
      c. Bidder's Substitution Request/Prior Approval Request.
      d. Addenda.

3. Construction Documents
   a. Scopes of Work.
   b. Alternates.
   c. Abatement of Hazardous Materials.
   d. Temporary Facilities.
   e. Use of Site.
   f. Work Restrictions.
4. Schedule
   a. Project Schedule and Sequencing.
   b. Bidder Questions.
5. Site visit/walkthrough

B. Minutes
1. The Designer will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
2. Sign-in Sheet: Minutes will include list of meeting attendees.

PART 2 PRODUCTS

Not Applicable.

PART 3 EXECUTION

Not Applicable.

END OF SECTION

00 31 26 – ASBESTOS SURVEY INFORMATION AVAILABLE TO BIDDERS

PART 1 - GENERAL

1.01 PURPOSE

This section identifies information that was gathered solely for the use of the Designer, is not a Bidding Document, but is available for review by Bidders. Bidders have the entire responsibility for their interpretation and use of this information and shall not rely on the information for preparation of a bid.

1.02 ASBESTOS INVESTIGATION AND REPORT

A. An investigation has been performed at the project site to determine the presence and probable extent of asbestos in the existing building materials.

B. The Owner is not responsible for variations in the actual composition of existing materials. Bidders shall decide for themselves the character of the material to be encountered.

C. The report of the findings of this investigation is on file in the Designer's office, and may be reviewed there by any prospective Bidder of Record. Bidders should call ahead to schedule an appointment. A copy will be provided to any Bidder of Record upon request.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

00 41 13 – BID FORM

TO: State of Tennessee **FROM BIDDER**: _____

FOR:

Project Title: Pryor and Webster Buildings HVAC Updates

Project SBC No.: 166/015-03-2021A

A. The Bidder hereby acknowledges, attests, certifies, warrants, and assures that:

1. Bidder has received, read and understands the Bidding Documents and this bid is made in accordance therewith.
2. Bidder has visited the site and become familiar with the local conditions under which the Work is to be performed and has correlated all observations with the requirements of the Bidding Documents.
3. Documents identified as "Information Available to Bidders" are prepared solely for the Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purpose is entirely the responsibility of the using party.
4. Bidder shall not utilize the services of a contractor or subcontractor disqualified from participating in State Building Commission projects.
5. Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.
6. In compliance with the Iran Divestment Act the Bidder is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106 and shall not utilize any subcontractor on that list.
7. Bid Security, in the amount of five percent (5%) of the total amount of bid, including Alternates, is attached hereto.
8. A Drug-Free Workplace Affidavit, in the form of Section 00 45 21, is attached hereto.
9. Failure to complete this Bid Form, provide required attachments, or comply otherwise with instructions to Bidders, may be cause for rejection of bid.
10. The person who signs this bid on behalf of the Bidder is legally empowered to bind the Bidder to a Contract.
11. The following statement is (mark the one that is applicable) [ ] True [ ] False:

    The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed Subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.
12. Bidder has received the following addenda:

    Addendum No. _____ dated _____. Addendum No. _____ dated _____.

    Addendum No. _____ dated _____. Addendum No. _____ dated _____.

PAGE 2 FROM BIDDER: _____

B. The Bidder agrees to:

1. Honor this bid for 45 days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and to furnish certificates(s) of insurance, bond(s), and other documents related to the contract as required, including, if the initial Contract Sum as awarded exceeds $100,000, the Contract Bond.
3. Accomplish the Work in accordance with the Contract Documents.
4. Furnish Three Year Roof Bond in the form of Section 00 61 43 in the amount of: $0.
5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liquidated Damages
ALL	Notice to Proceed for All Work	100 Days	$250.00 Per Day
	Not Applicable	Days	$ Per Day
	Not Applicable	Days	$ Per Day
	Not Applicable	Days	$ Per Day

C. BASE BID: The Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of the following amount (In both words and figures. Figures prevail. Words clarify at Owner's discretion.):

_____ and _____/100ths Dollars

$_____

D. ALTERNATES: The Bidder agrees to include Work of the following Alternate(s), as specified in Section 01 23 00 Alternates, for the additional lump sum(s) of the following amount(s) (In both words and figures. Figures prevail. Words clarify at Owner's discretion.):

ALTERNATE No.1: Not Applicable

_____ and _____/100ths Dollars

$_____

ALTERNATE No. 2: Not Applicable

_____ and _____/100ths Dollars

$_____

ALTERNATE No. 3: Not Applicable

_____ and _____/100ths Dollars

$_____

ALTERNATE No. 4: Not Applicable

_____ and _____/100ths Dollars

$_____

E. UNIT PRICES: The Bidder agrees to include work in the Base Bid and Alternates as specified for the Quantity Allowance of Unit Price Items and propose, subject to Owner acceptance, the following Unit Prices for inclusion in the Agreement as specified in Section 01 22 13 Unit Prices:

Not Applicable

Item No.	Unit Price per Unit	Unit	Name, Work Included

F. BID SUBMITTAL:

This bid is submitted by:

Authorized Signature: _____ Date: _____

Printed Name, Title: _____

On behalf of:

Bidder Name: _____

Bidder's Address: _____

_____

_____

Bidder's Phone: _____

Bidder's Fax: _____

Bidder's Email: _____

END OF SECTION

00 45 21 – DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, the Contractor, an employer of five or more employees contracting with _____, the Owner, to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of the Contractor and is duly authorized to execute this Affidavit on behalf of the Contractor.

2. The Contractor submits this Affidavit pursuant to Tennessee Code Annotated (TCA) § 50-9-113, which requires each employer with five or more employees receiving pay who contracts with the state to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with TCA Title 50, Chapter 9.

3. The Company is in compliance with TCA § 50-9-113.

Further affiant saith not.

_____

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

_____

Notary Public

My commission expires:_____

END OF AFFIDAVIT

00 47 13 – CONSTRUCTION BID ENVELOPE

Bid to the State of Tennessee for Project:

Project Title: Pryor and Webster Buildings HVAC Updates

SBC Number: 166/015-03-2021A - FIRE ALARM REPLACEMENT - PRYOR AND WEBSTER BUILDINGS

Institution: Columbia State Community College

City/County: Columbia, Maury County, Tennessee

Project Designer: Hurst-Rosche, Inc.

Any blank spaces may cause bid to be unacceptable and rejected.
Provide state contractor license number, expiration date, and classification for Bidder and listed subcontractors as applicable.
Provide all names as used for licensing.

Bidder Identification:

Bidder: _____

Address: _____

Tennessee Contractor License Information: ☐ Or check here if Bidder is unlicensed.

License Number _____

License Classification Applicable to Project _____

License Expiration Date _____ Dollar Limit: $_____.

Subcontractors to be used on this Project (or Bidder if Bidder is to perform the work):

- If any work, regardless of dollar value, is required for trades below, list subcontractor(s) that will perform that work, or, if Bidder will perform work in that category with Bidder's own forces, fill in Bidder's name as subcontractor.
- If no work is required in a subcontractor category, write "None Required".
- If the monetary amount of a subcontractor's work is such that no license is require, write "N/A" in the license number column, but still write name.

	Name	License Number	Expires	Classification
Electrical				
Geothermal				
HVAC				
Masonry				
Plumbing				
Roofing				

This Bid Envelope approved for public opening _____

Signature of Designer or its representative

Agreement

Between Owner and Contractor

Where the Basis of Payment is a

Stipulated Sum.

AGREEMENT

made as of the <<Number, e.g. “2nd”>> day of <<Month>>

in the year of <<Year number in words>>.

BETWEEN THE OWNER:

State of Tennessee, via the Contracting Agency:

<<State Procurement Agency>>

<<Street or P.O. Box>>

<<City, State, Zip Code>>

AND THE CONTRACTOR:

<<Contractor Name>>

<<Street or P.O. Box>>

<<City, State, Zip Code>>

ACH Address: <<Street or P.O. Box>>

<<City, State, Zip Code>>

THE PROJECT:

SBC# 166/015-03-2021A

Pryor and Webster Buildings HVAC Updates

State of TN Board of Regents

Columbia, TN

THE DESIGNER:

Hurst-Rosche, Inc. 1101

Kermit Dr., Ste. 620

Nashville, TN 37217

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW.

ARTICLE 1 – THE WORK AND THE CONTRACT DOCUMENTS

1.1 The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.

1.2 The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.

1.3 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

1.4 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. This Agreement.

<<Continued list of Contract Documents including applicable drawings, project manual, and addenda>>

ARTICLE 2 – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved in

<<Number of calendar days from and including the date stipulated in the Notice to Proceed>>

2.2 Liquidated Damages, as set forth in the Conditions of the Contract, are

<<Dollar amount per calendar day>>

ARTICLE 3 – CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to Modifications as provided in the Contract Documents, the Contract Sum of

<<Contract Sum in words>>

($<<Contract Sum in numbers>>)

3.2 The Contract Sum is determined as follows:

<<Listing of base bid and any alternates and total>>

3.3 The following Unit Prices will be used as specified:

<<Listing or statement of none established at initial award>>

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

This Agreement entered into as of the day and year first written above as witnessed:

BY CONTRACTOR: <<Contractor Name>>

Signature: _____

Name: _____

Title: _____

AND BY OWNER: State of Tennessee,

<<State Procurement Agency>>

By: _____

Head of Higher Education Institution
<<Name>>
<<Title>>

Approved: _____

Head of Financial Office
<<Name>>
<<Title>>

Approved: _____

Head of Legal Office
<<Name>>
<<Title>>

Approved: _____

Head of State Procurement Agency
<<Name>>
<<Title>>

Approved: _____

State Architect

END OF AGREEMENT FORM for the Project titled:

SBC# 166/015-03-2021 A

Pryor and Webster Buildings HVAC Updates

State of TN Board of Regents

Columbia, TN

00 61 13 – CONTRACT BOND

Bond No. <<Number>>

TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

Know all men by these presents: that we

<<Name>>

(hereinafter called the "Principal") and

<<Name>>

(hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

State of Tennessee

TN Board of Regents

Third Floor, 1 Bridgestone Park

Nashville, TN, 37214

(hereinafter called the "Owner"), and in the penal sum of

<<Amount>>

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:

Whereas, the Owner has engaged the principal for the sum of

<<Amount>>

to complete the Work of the project titled: **Pryor and Webster Buildings HVAC Updates**

SBC No. **166/015-03-2021A**

as more fully appears in a written agreement or contract bearing the date of **<<Date>>**

a copy of which said agreement or contract is by reference hereby made a part thereof, as fully and to the same extent as if copied in length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received, it is therefore stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this <<Day number>> day of <<Month>>, 20<<Year number>>.

Executed in <<Number>> counterparts.

Witness:

<<Name of Principal>>
(Name of Principal)

_____
(Authorized Signature)

<<Name of Signatory>>
(Name of Signatory)

<<Title of Signatory>>
(Title of signatory)

<<Name of Surety>>
(Name of Surety)

_____
(Signature of Attorney-in-fact)

<<Name of Attorney-in-fact>>
(Name of Attorney-in fact)

<<License Number>>
(Tennessee license number of Agent
or Attorney-in-fact)

_____
(Countersignature of Agent
if not same as Attorney-in-fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-Fact who executes bond on behalf of Surety shall be licensed by the State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent of the State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Section 00 72 13 of all General Work of the Owner as of April 2023

THE OWNER:
(Name, legal status and address)

Tennessee Board of Regents

THE ~~ARCHITECT:~~DESIGNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the ~~Architect.~~ Designer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the ~~Architect~~ Designer or the ~~Architect's~~ Designer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the ~~Architect~~ Designer or the ~~Architect's~~ Designer's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The ~~Architect~~ Designer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the ~~Architect's duties.~~Designer's duties.

§ 1.1.2.1 Presentation by Owner of an unexecuted Agreement or Modification does not constitute a commitment by Owner to execute the subject document and does not provide Owner authorization to any person or entity to proceed as if document will be executed.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors. The Project is identified in the first page of the Agreement with an Owner's project number in the format of 999/999-99-9999. This project number may differ from the number as used on other Contract Documents. This Owner's project number is to be shown in all correspondence related to the Project.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the ~~Architect~~ Designer and the ~~Architect's~~ Designer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the ~~person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~Designer.

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§ 1.1.9 Project Manual
The Project Manual is a volume or set that may include portions of the Contract Documents and other documents.

§ 1.1.10 Provide or Provided
"Provide" or "Provided" as used in Contract Documents includes furnishing and installing a thing, product, system or the like.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ **1.2.4** Within the Specifications, the sections of Division One (01) are General Requirements, and apply to all sections of the Specifications.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The ~~Architect~~ Designer and the ~~Architect's~~ Designer's consultants shall be deemed the authors and owners of their respective Instruments of Service, ~~including the Drawings and Specifications,~~ except the design and the Contract Documents, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The design and the Contract Documents are property of the State of Tennessee, and may be used again only for the benefit of the State and on authority of the State Building Commission (SBC). The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of ~~Service.~~ Service, the design, or the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of ~~the Architect's or Architect's consultants'~~ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of ~~Service~~ Service, the design, or the Contract Documents provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. ~~All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service.~~ The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of ~~Service~~ Service, the design, or the Contract Documents on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect, and the Architect's consultants.~~Owner with respect to the design and the

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Contract Documents, and the Designer and the Designer's consultants with respect to the Instruments of Service other than the design and the Contract Documents.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic ~~transmission if a method for electronic transmission is set forth in the Agreement.~~transmission. .

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the ~~transmission and use~~ development, use, transmission, and exchange of Instruments of Service or any other information or documentation in digital ~~form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~form

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols ~~set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the ~~Architect~~ Designer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 ~~The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~Public construction projects are not subject to mechanic's liens in Tennessee. The remedy afforded to laborers and furnishers of material on State projects is referenced in Section 15.2.8.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~The SBC project number constitutes verification that funding has been established as a matter of public record.

~~**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due;~~

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~~or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

~~**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

~~**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 ~~The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.~~"Designer" is the licensed prime design professional or firm lawfully practicing architecture, landscape architecture, or engineering, identified in Bidding Documents and Agreement form for project, or the authorized representative thereof.

§ 2.3.3 If the employment of the ~~Architect terminates,~~ Designer is terminated, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ Designer whose status under the Contract Documents shall be that of the ~~Architect.~~Designer.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor will be furnished, free of charge, such copies of Contract Documents as are reasonably necessary for execution of the Work.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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§ 2.5 Owner's Right to Carry Out the Work

~~**If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~**§ 2.5.1** If Contractor defaults or neglects to carry out the Work in accordance with Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies.

§ 2.5.2 If the Contractor fails to complete the Work in accordance with the time limit stipulated in the Certificate of Substantial Completion, then Owner may take over the completion of Work without advance notice to Contractor and without prejudice to any other remedy that Owner may have.

§ 2.5.3 In such cases as described in Sections 2.5.1 and 2.5.2, an appropriate modification will be issued deducting from the Contract Sum the reasonable cost of correcting such deficiencies or completing such Work, regardless of whether Owner actually undertakes completing such Work, in which case the deduction shall be based on the Designer's estimate in accordance with Section 7.3.7, including Owner's expenses and compensation for the Designer's additional services made necessary by such default, neglect, or failure. Such action by the Owner and amounts charged to Contractor are both subject to prior approval of the Designer. If the unpaid balance of the Contract Sum is not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ **2.5.4** In the case of a Contract Sum based upon a Guaranteed Maximum Price that includes a GMP Contingency, the unused GMP Contingency shall not be included in the calculation required by Section 2.5.3 of unpaid balance of the Contract Sum, and the reduction in the Contract Sum shall not be applied to the GMP Contingency.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The ~~Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's~~ term "Contractor" means the Contractor or the Contractor's authorized representative. When the Agreement is a Construction Services Agreement between the Owner and a Construction Manager / General Contractor, the term "Contractor" means Construction Manager / General Contractor or its authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the ~~Architect~~ Designer in the ~~Architect's~~ Designer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 At the time of bid and award, Contractor shall not be currently disqualified from participating in State construction projects under the supervision of the SBC. Such disqualification extends to succeeding or related corporations, partnerships, joint ventures, and other business organizations having substantial factual or legal connections, continuity, or identity with those that have been disqualified.

§ 3.1.5 Boycott of Israel

Pursuant to Tenn. Code Ann. § 12-4-119, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Architect may require.~~ Designer may require prior to proceeding with the work. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform construction activity when Contractor knows, in exercise of reasonable diligence, that the activity involves error, inconsistency, or omission in Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ Designer may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the ~~Architect~~ Designer issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or ~~3.2.3,~~ 3.2.3 with reasonable diligence, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such ~~obligations.~~ obligations with reasonable diligence. If the Contractor performs those ~~obligations,~~ obligations with reasonable diligence, the Contractor shall not be liable to the Owner or ~~Architect~~ Designer for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and ~~Architect,~~ Designer, and shall propose alternative means, methods, techniques, sequences, or procedures. The ~~Architect~~ Designer shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the ~~Architect~~ Designer objects to the Contractor's proposed alternative, the Contractor shall perform the Work that the Designer accepted and the Contractor approved using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

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§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor shall receive neither material, equipment, labor, nor services from one who submitted a competing general bid for the same contract and subsequently withdrew, reneged, or otherwise failed to enter into the contract.

§ 3.4.2 Except in the case of minor changes in the Work approved by the ~~Architect~~ Designer in accordance with Section 3.12.8 or ordered by the ~~Architect~~ Designer in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the ~~Architect~~ Designer and in accordance with a Change Order or Construction Change Directive. Specified materials, equipment, and systems are essential elements of the Contract. If Contractor desires to use another material, equipment, or system in lieu thereof, Contractor shall request approval in writing and shall submit samples and data, including an estimate of difference in cost, as required for Designer's consideration. No substitution shall be made without approval in writing from Designer. Owner will be final judge of acceptability of substitution.

§ 3.4.2.1 Not later than 21 days after award of contract, Contractor shall provide a list showing names of manufacturers proposed for each specified project, and applicable name of installer, whether Contractor or subcontractor. Designer will within 14 days reply in writing to Contractor stating whether Owner or Designer, after due investigation, has reasonable objection to any such manufacturer or installer. If adequate data on proposed manufacturer or installer is not available, designer may state that action will be deferred until Contractor provides further data. Contractor shall not make use of a manufacturer, or installer to which Owner or Designer has reasonably objected. Contractor shall receive appropriate adjustment in Contract Sum, Contract Time, or both for making such change unless objection was based on failure of manufacturer or installer to meet requirements of Contract Documents, in which case neither Contract Sum nor Contract Time shall be adjusted. Failure to object to a manufacturer shall not constitute waiver of requirements of Contract Documents. Projects furnished by listed Contractor's manufacturers must conform to requirements of Contract Documents.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 Contractor shall disclose existence and extent of financial interests, whether direct or indirect, which Contractor has in proposed subcontractors and material suppliers.

§ 3.4.5 Prohibition of Illegal Immigrants

§ 3.4.5.1 The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, including termination of this Contract.

§ 3.4.5.2 The Contractor by entering into this contract attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of any illegal immigrant in the performance of this Contract.

§ 3.4.5.3 The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of a Contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a Contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

§ 3.4.5.4 For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

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§ 3.4.6 Non-Discrimination in Employment

§ 3.4.6.1 Contractor shall not discriminate against any employee nor applicant for employment because of race, creed, color, religion, sex, age, or national origin as defined in Tennessee Code Annotated (TCA) § 4-21-401, et seq, nor because of handicap, in accordance with TCA § 8-50-103.

§ 3.4.6.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to handicap, race, creed, color, religion, sex, age, or national origin, including but not limited to practices in recruitment, recruitment advertising, employment, selection for training or apprenticeship, rates of pay or other forms of compensation, upgrading, demotion, transfer, layoff, or termination.

§ 3.4.6.3 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

§ 3.4.6.4 Solicitations or advertisements for employees placed by or in behalf of Contractor shall state that qualified applicants shall receive consideration for employment without regard to handicap, race, creed, color, religion, sex, age, or national origin.

§ 3.4.7 State Prevailing Wage

§ 3.4.7.1 On contracts determined by the Department of Labor and Workforce Development to be "Highway Construction", Contractor is required to comply with policies, conditions and rules of the Tennessee Department of Labor pursuant to TCA §12-4-401, et. seq., and pay prevailing highway wage scale to laborers and mechanics employed on the Work or designated portion thereof, as set forth in said rules, policies, and statute, and to furnish weekly payrolls with the decision number noted on each to the Tennessee Department of Labor and Workforce Development.

§ 3.4.7.2 Owner and Designer shall have endeavored to provide current state highway prevailing wage decision and rate scale as an attachment to this section; however, their failure to do so shall not relieve Contractor of responsibility to comply with the requirement. If state highway prevailing wage decision and rate scale applicable to Project changes during the course of Project, or differs from rate scale provided in Contract Documents, there shall be an equitable adjustment of Contract Sum.

§ 3.4.7.3 When a federal wage scale applies to the Project, it will also be included in the Contract Documents, and the Contractor shall pay not less than the rates set forth therein; and so, shall pay the higher of the state rate and the federal rate if a labor classification exists in both wage scales applicable to the same worker.

§ 3.4.8 Payrolls and Basic Records

§ 3.4.8.1 Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the government until 3 years after contract completion. Records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. If federal wage rates and record-keeping apply, the records need not duplicate those required for federal compliance.

§ 3.4.8.2 Contractor and its subcontractors shall allow authorized representatives of the government to inspect, copy, or transcribe records maintained these requirements, and shall allow authorized representatives of the government to interview employees in the workplace during working hours.

§ 3.4.9 Subcontracts

Contractor shall insert these provisions in subcontracts and require subcontractors to include these provisions in any lower tier subcontracts. Contractor shall be responsible for compliance with the provisions set forth herein by direct subcontractors and lower tier subcontractors.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and ~~Architect~~ Designer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free

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from ~~defects, except for those inherent in the quality of the Work the Contract Documents require or permit.~~ defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the ~~Architect,~~ Designer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

~~§ 3.6 Taxes~~
~~The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~

§ 3.6 Taxes**§ 3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
§ 3.6.2 If the State of Tennessee enacts, after bids are received or negotiations concluded, a change in sales, consumer, use, or similar state tax for the Work or a portion thereof provided by the Contractor, the Contract Sum shall be accordingly adjusted by appropriate modification or the Owner may make other lawful provision to mitigate the change.

§ 3.6.3 Neither Contract Sum nor Contract Time shall be adjusted for impacts resulting from a change in a tax by a governmental body other than the State of Tennessee, regardless of when the tax is enacted or goes into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The ~~Contractor~~ Contractor, except as provided in Section 3.7.3, shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the ~~Contractor~~ Contractor, except as provided in this section, performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Owner is an agency of state government, and as such has sovereign immunity from the laws, ordinances, rules, regulations, and lawful orders of local governments within the state; however, the Contractor shall obtain all normal permits whenever possible as if the Owner had no such immunity. If a delay or denial in securing a local permit occurs, the Contractor shall continue the Work, inform the Designer and the Owner of the situation, propose corrective measures, and continue to pursue the customary permits.

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents taking into account that unless otherwise stipulated in Contract Documents, excavations and other subsurface construction activity shall be considered unclassified down to design depth, regardless of substrate and abandoned or inactive infrastructure, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the ~~Architect before conditions are disturbed~~ Designer in accordance with Section 15.1.4 before continuing activities that could lead to a claim for additional cost and in no event later than 14 days after first observance of the conditions. The ~~Architect~~ Designer will promptly investigate such conditions and, if the ~~Architect~~ Designer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend ~~that an equitable~~

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~~adjustment be made in the Contract Sum or Contract Time, or both. If the Architect~~ an adjustment in the Work, Contract Sum and/or Contract Time. If the Designer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ~~Architect~~ Designer shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the ~~Architect's~~ Designer's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and ~~Architect.~~ Designer. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;~~and~~

.3 whenever costs are ~~more than or~~ less than allowances, the Contract Sum shall be adjusted accordingly ~~by Change Order.~~ byModification. The amount of the ~~Change Order~~ Modification shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under ~~Section 3.8.2.2.~~Section 3.8.2.2; and

.4 Contractor shall monitor the costs included in allowances, and shall not incur excess costs without first obtaining a Modification adjusting the allowance sufficient for the excess.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ and designate a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the ~~Work.~~ Work through final inspection. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

~~**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~

§ 3.9.3 The Contractor shall not employ a ~~proposed~~ superintendent to whom the Owner or ~~Architect~~ Designer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and ~~Architect's~~ Designer's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time

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required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the ~~Architect's~~ Designer's approval. The ~~Architect's~~ Designer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the ~~Architect~~ Designer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and ~~Architect.~~Designer.

3.10.4 Scheduling Assistance

Owner may provide the Scheduling Assistance. If provided, such services will be set forth in the specifications of Progress Schedules.

§ 3.10.5 Commissioning Consultant

Owner may provide the services of a Commissioning Consultant, either as a consultant engaged by the Owner, or as Subcontractor under a specified allowance and selected by the Owner. If provided, such services will be set forth in the Specifications. The Contractor retains full responsibility for compliance with the Contract Documents. Contractor shall fully cooperate in commissioning, and shall require the necessary forces assisting the Contractor to likewise cooperate fully. If commissioning activities are included in the Work they shall not be a cause for delay or cost claims.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the ~~Architect~~ Designer and Owner, and delivered to the ~~Architect~~ Designer for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the ~~Architect~~ Designer is subject to the limitations of Section 4.2.7. Informational submittals upon which the ~~Architect~~ Designer is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the ~~Architect~~ Designer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the ~~Architect,~~ Designer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the ~~Architect~~ Designer or, in the absence of an

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approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and ~~Architect~~ Designer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do ~~so,~~ so prior to providing that which is the subject of the submittal, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. If a portion of Work demonstrated by a submittal deviates from the requirements of the contract Documents, the Contractor shall specifically identify the deviation and its difference in cost as part of the submittal.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the ~~Architect.~~Designer.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the ~~Architect's~~ Designer's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the ~~Architect~~ Designer of such deviation and its difference in cost at the time of submittal and (1) the ~~Architect~~ Designer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the ~~Architect's~~ Designer's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the ~~Architect~~ Designer on previous submittals. In the absence of such notice, the ~~Architect's~~ Designer's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the ~~Architect~~ Designer will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the ~~Architect.~~ Designer. The Owner and the ~~Architect~~ Designer shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and ~~Architect~~ Designer have specified to the Contractor the performance and design criteria that such services must satisfy. ~~Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the ~~Architect~~ Designer at the time and in the form specified by the ~~Architect.~~Designer.

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§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and ~~Architect~~ Designer with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall ~~defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof,~~ indemnify and hold harmless the Owner, Designer, Designer's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from alleged infringement of copyrights and patent rights, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or ~~Architect.~~ Designer. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the ~~Architect.~~Designer.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's consultants,~~ , and agents and employees of ~~any of them~~ the Owner from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible ~~property~~ property, including loss of use resulting therefrom (other than the Work itself), but only to the extent caused by the willful or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Contractor agrees to indemnify the Designer and Designer's consultants based on the willful or negligent acts or omissions of the Contractor, except that Contractor shall not indemnify the Designer and Designer's consultants based on design mistakes and errors or omissions.

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§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

~~ARTICLE 4 ARCHITECT~~

§ 3.19 Relations with Owner's Representatives

§ 3.19.1 Contractor, subcontractors, material suppliers, and sub-subcontractors shall neither offer nor give a product, service, payment, negotiable instrument, gift, gratuity, or other compensation in connection with this project to a representative or employee of the State of Tennessee, the Designer, or the Designer's consultants without Owner's consent. Evidence of a violation of this requirement may be cause for termination of this Contract.

§ 3.20 Participation of Diversity-Owned Businesses

§ 3.20.1 It is the express desire of the State Building Commission to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition or renovation of State projects under the jurisdiction of the Commission. Refer to Item 5 in the State Building Commission Policy.

§ 3.20.2 To the extent that the Contractor or a subcontractor is a Diversity-Owned Business, the Contractor shall report to the State its own status in this regard and the names and amounts of contracts entered into with Diversity-owned Businesses on the State projects in order for the State to collect data on such participation.

§ 3.21 Financial Records

§ 3.21.1 The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

ARTICLE 4 DESIGNER

§ 4.1 General

§ 4.1.1 The ~~Architect~~ Designer is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the ~~Architect~~ Designer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and ~~Architect.~~ Designer. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The ~~Architect~~ Designer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment. The Architect~~ (1) during construction, (2) until final payment is due, and (3) at the Owner's request during the one-year period for correction of Work described in Section 12.2. The Designer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The ~~Architect~~ Designer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, (1) to become generally familiar with the progress and quality of the portion of the Work completed, (2) endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the ~~Architect~~ Designer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ~~Architect~~ Designer will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, ~~since these~~ which are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the ~~Architect~~ Designer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations

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from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The ~~Architect~~ Designer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The ~~Architect~~ Designer will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the ~~Architect~~ Designer in all communications that relate to or affect the ~~Architect's~~ Designer's services or professional responsibilities. The Owner shall promptly notify the ~~Architect~~ Designer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the ~~Architect's~~ Designer's consultants shall be through the ~~Architect.~~ Designer. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the ~~Owner.~~ Owner or the Designer. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the ~~Architect's~~ Designer's evaluations of the Contractor's Applications for Payment, the ~~Architect~~ Designer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The ~~Architect~~ Designer has authority to reject Work that does not conform to the Contract Documents. Whenever the ~~Architect~~ Designer considers it necessary or advisable, the ~~Architect~~ Designer will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the ~~Architect~~ Designer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ~~Architect~~ Designer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The ~~Architect~~ Designer will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, ~~but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's~~ checking for compliance with the requirements and conformance with the intent of the Contract Documents. The Designer's action will be taken in accordance with the submittal schedule approved by the ~~Architect~~ Designer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the ~~Architect's~~ Designer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The ~~Architect's~~ Designer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The ~~Architect's~~ Designer's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The ~~Architect's~~ Designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The ~~Architect will prepare~~ Designer will assist the Owner in preparing Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The ~~Architect~~ Designer will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The ~~Architect~~ Designer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and ~~Architect~~ Designer agree, the ~~Architect~~ Designer will provide one or more Project representatives to assist in carrying out the ~~Architect's~~ Designer's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.11 The ~~Architect~~ Designer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The ~~Architect's~~ Designer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the ~~Architect~~ Designer will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the ~~Architect~~ Designer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in ~~good faith.~~accordance with a reasonable and professional standard of care.

§ 4.2.13 The ~~Architect's~~ Designer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The ~~Architect~~ Designer will review and respond to requests for information about the Contract Documents. The ~~Architect's~~ Designer's response to such requests will be made in writing within any time limits agreed upon or otherwise ~~with reasonable promptness.~~ within 14 days. If appropriate, the ~~Architect~~ Designer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, ~~as soon as practicable~~ within 21 days after award of the Contract, shall notify the Owner and ~~Architect~~ Designer of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the ~~Architect~~ Designer may notify the Contractor whether the Owner or the ~~Architect~~ Designer (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the ~~Architect~~ Designer to provide notice within the 14-day period shall constitute notice of no reasonable objection. No construction activity shall be commenced by a person or entity in question until all objections have been resolved. If required, Contractor shall furnish evidence satisfactory to Designer, showing each proposed Subcontractor is competent to execute work covered by the subcontract. Subcontractors identified as part of Contractor's bid for this Project shall be used in the capacity listed, unless otherwise approved by the Owner in accordance with State Building Commission policy.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or ~~Architect~~ Designer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or ~~Architect~~ Designer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or ~~Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~Designer has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or ~~Architect~~ Designer makes reasonable objection to such substitution.

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§ 5.2.5 Contractor shall not award subcontract to one who submitted a competing general bid for the same Contract and subsequently withdrew, reneged, or otherwise failed to enter into contract.

§ 5.2.6 Contractor shall not allow work under the Contract to be performed contrary to the requirements of Section 3.4.5 nor by a Contractor or Subcontractor that has been disqualified from participating in State construction projects under the supervision of the State Building Commission. Such disqualification extends to succeeding or related corporations, partnerships, joint ventures, and other business organizations having substantial factual or legal connections, continuity, or identity with those that have been disqualified. If such a participant is discovered, Contractor shall immediately discontinue the participation and provide a suitable substitute at no additional cost to the Owner, and provide documentation to the Owner of the action taken to comply with this requirement.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and ~~Architect.~~ Designer. Each subcontract agreement shall preserve and protect the rights of the Owner and ~~Architect~~ Designer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

Assignment is at the option of Owner, and creates no duty or obligation upon Owner to exercise this option, nor is any right created for any subcontractor to expect or rely upon such assignment. When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the ~~Architect~~ Designer of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the ~~Architect~~ Designer of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the ~~Architect~~ Designer will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and ~~Architect.~~ Designer. A Construction Change Directive requires agreement by the Owner and ~~Architect~~ Designer and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the ~~Architect~~ Designer alone.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument ~~prepared by the Architect and~~ signed by the Owner, Contractor, and ~~Architect~~ Designer stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and that the price includes all eligible overhead and profit, and represents all direct and indirect costs associated with the change; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2. Unless otherwise agreed in writing by Owner and Contractor, the method of determining adjustments in Contract Sum shall be by one or more of the methods set forth in Section 7.3.3, and shall be based on reasonable expenditures and savings as set forth in Section 7.3.4.

§ 7.2.3 When the Owner and Contractor agree with a determination made by the Designer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, the Owner may issue a written approval of the adjustment(s) prior to being recorded in a Change Order. Such approval shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order ~~prepared by the Architect and~~ signed by the Owner and ~~Architect,~~ Designer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Architect~~ Designer shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit ~~as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ in accordance with Section 7.3.11 In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the ~~Architect~~ Designer may prescribe, an itemized accounting together with appropriate supporting data. ~~Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:~~

§ 7.3.4.1 Costs for the purpose of this Section 7.3.4 shall be limited to the following:

- **.1** ~~Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~Direct personnel expense (DPE);
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, thereof, whether incorporated or consumed;
- **.3** ~~Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~Machinery and equipment costs based on (1) rental costs for rental of machinery and

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equipment rented from others and (2) costs for machinery and equipment owned by the Contractor limited to not more than eighty percent (80%) of the applicable average rental rate as listed in the current edition of the AED Green Book for Rental Rates and Specifications for Construction Equipment;

.4 Costs of premiums for all bonds and ~~insurance,~~ insurance to the extent required by Contract Documents, permit fees, and sales, use, or other similar taxes, directly related to the change; ~~and~~

.5 ~~Costs of supervision and field office personnel directly attributable to the change.~~Additional DPE of superintendence directly attributable to authorized overtime; and,

.6 Reasonable DPE of project manager and clerical work directly attributable to estimating and coordinating the change.

.7 The following items are "Class 1 Time-Related Expenses", and shall be considered as costs when Contract Time is extended due to additional work or a Class 1 cause defined in Section 8.3, and solely to the extent directly attributable to extension of time; field offices, sheds, phones/communication devices, sanitary facilities, dumpsters, trash collection and disposal, on-site utilities, drinking items , supplies, cleaning, safety programs, and all other construction facilities, temporary controls and fixtures not specifically required for additional work; costs of superintendence; superintendent's vehicle; and other general use vehicles, being those requiring a class D, H, or M license, and excluding those requiring a class A, B, or C license, as set forth in the Tennessee Driver Handbook or comparable current successor publication of the Tennessee Department of Safety and Homeland Security. The daily maximum amount allowed for Class 1 Time-Related Expenses shall be calculated as, and equal to four and one-half percent (4.50%) of the original Contract Sum divided by the original Contract Time.

.8 If the Contract Sum is a Guaranteed Maximum Price between the Owner and a Construction Manager / General Contractor, the costs for project manager, clerical work, and Class 1 Time-Related Expenses included by Sections 7.3.4.1.6 and 7.3.4.1.7 and the extra five percent (5%) for the Contractor in Section 7.3.11.1 shall not apply. In such cases, the CM/GC Fee and General Conditions costs shall apply in accordance with the Master Contract provisions for Modifications and Change in GMP.

§ 7.3.4.2 Direct Personnel Expense (DPE)

§ 7.3.4.2.1 Direct personnel expense (DPE) costs delineated in Sections 7.3.4.1, 7.3.4.1.5, 7.3.4.1.6, and 7.3.4.1.7 shall be limited to base salary or hourly wage plus a maximum of thirty-nine percent (39%) of base salary or hourly wage, and further limited to a maximum of $155 per hour, including all labor burden.

§ 7.3.4.3 Specifically excluded from costs and included in overhead or general requirements are: corporate, home office, and branch office overhead, rent, mortgage, off-site utilities, project management, and personnel not otherwise mentioned; capital expenses and interest on capital; hand tools; and the items of cost listed in Section 7.3.4.1.7 when Contract Time is not extended due to additional work or a Class 1 clause.

§ 7.3.4.4 To facilitate checking for increases or decreases in the Contract Sum, proposals, shall be accompanied by Contractor's complete itemization of costs of work including labor, materials and equipment, plus an amount for overhead and profit.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the ~~Architect~~ Designer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the ~~proposed~~ adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Architect.~~ Designer. When both additions

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and credits covering related Work or substitutions are involved in a change, the ~~allowance~~ amount for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. ~~The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~

§ 7.3.10 When the Owner and Contractor agree with a determination made by the ~~Architect~~ Designer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately ~~and the Architect will prepare a~~ and shall be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Overhead and Profit

§7.3.11.1 The amount recoverable as overhead and profit on costs stipulated in Section 7.3.4 shall be limited to the following:

.1 For Contractor performed work, the Contractor shall be entitled to overhead of ten percent (10%) of the cost of the self-performed work (the "Overhead") and profit of five percent (5%) of the sum of the cost of the self-performed work and the Overhead. The Contractor's Overhead of ten percent (10%) is not applied to the Class I Time Related Expenses in § 7.3.4.1.7.

.2 For Subcontractor performed work:

.a The Contractor shall be entitled to profit of five percent (5%) of the sum of all Subcontractor's itemized costs, Subcontractor Overhead, and Subcontractor Profit. The Contractor shall not be entitled to recover any overhead on work performed by a Subcontractor.

.b The Subcontractor shall be entitled to overhead of ten percent (10%) of its itemized cost ("Subcontractor Overhead") and profit of five percent (5%) of the sum of its itemized cost and the Subcontractor Overhead ("Subcontractor Profit").

.3 For Sub-subcontractor performed work, a Subcontractor shall be entitled to profit of five percent (5%) of the sum of all Sub-subcontractor's cost. The Subcontractor shall not be entitled to recover any overhead on work performed by its Sub-subcontractors.

§ 7.3.11.2 When the Contract Sum is a Guaranteed Maximum Price between the Owner and a Construction Manager / General Contractor, the extra five percent (5%) for the Contractor in Section 7.3.11.1 shall not apply. In such cases, the CM/GC Fee shall apply in accordance with the Master Contract provisions for Modifications and Change in GMP.

§ 7.4 Minor Changes in the Work

The ~~Architect~~ Designer may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The ~~Architect's~~ Designer's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the ~~Architect~~ Designer and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the ~~Architect's~~ Designer's order for a minor change without prior notice to the ~~Architect~~ Designer that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the ~~Architect~~ Designer in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion ~~within the Contract Time.~~in accordance with the Agreement.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 ~~If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.~~The basis exists for an extension of time if Contractor is delayed in performing Work, but solely to the extent that delays are unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, sub-subcontractors, and suppliers at every tier, and said delays directly impact the Contractor's ability to achieve Substantial Completion in accordance with the Contract Time requirements, and said delays cannot be made up by reasonable efforts otherwise and said delays stem from the following causes:

§ 8.3.1.1 Class 1 causes: an act or failure to act that is contrary to the Contract Documents on the part of Owner or Designer or an employee of either, or of a separate Contractor employed by Owner, or an injunction against Owner or Owner's representatives; any impact to the Contractor that requires an adjustment in the Contract Sum and Contract Time.

§ 8.3.1.2 Class 2 causes: abnormal weather, acts of God, riots, civil commotion, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, or insolvency of subcontractors, sub-subcontractors, or suppliers.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~If the basis exists for an extension of time under Section 8.3.1, Owner may either:

.1 in the case of additional work or a Class 1 cause, assign the Class 1 Time-Related Expenses, defined in Section 7.3.4.1.7, plus the overhead and profit allowed in Section 7.3.11, to a special allowance that can be earned based upon the extent of actual use of the related Time Extension in completion of the Work;

.2 accept the reasonable and appropriate time extension as determined by Designer to cover such delay, and in the case of a Class 2 cause, there will be no corresponding adjustment in Contract sum, and the sole recourse of Contractor will be entitlement to time extension as provided by Designer regardless of actual source or cause of delay;

.3 order Contractor to accelerate construction activity by working overtime and by adding extra forces in order to overcome such delays, and adjusting the Contract Sum in accordance with Article 7 to compensate Contractor for such directed acceleration; however, direct costs used in determining such compensation shall be limited to properly substantiated and documented premium or overtime labor costs; or

.4 employ a combination of the above remedies.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Extension of Contract Time due to Class 2 causes shall be applied to the Contract Time prior to the application of Class 1 time.

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§ 8.3.4 Neither Owner nor Designer will be obligated or liable to Contractor for, and Contractor hereby expressly waives claims against Owner and Designer on account of damages, costs, expenses, or related impacts which Contractor, subcontractors, sub-subcontractors, suppliers, or other persons may incur as a result of a Class 2 cause enumerated in Section 8.3.1. Contractor's sole and exclusive remedy and full compensation in such event shall be extension of Contract Time in accordance with provisions of the Contract Documents. Contractor likewise waives claims of damages, costs, or expenses due to a delay resulting from a Class 1 cause except and solely to the extent of costs allowed under Section 7.3.4.

§ 8.3.5 Claims relating to time shall be made in accordance with applicable provisions of Article 15 or shall receive no consideration. If monthly Weather Delay Reports are required by the specifications, then claims for time extension based upon weather delays will be denied if a submitted report does not corroborate the Claim or if no report was submitted when it was required, and Contractor waives the right to such claims.

§ 8.3.6 Extensions of time shall be implemented in accordance with Article 7.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum is not subject to change due to commodity, equipment, or labor cost fluctuations.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably ~~adjusted.~~
adjusted subject to limitation and requirements contained in the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the ~~Architect~~ Designer before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Architect.~~ Designer. This schedule, unless objected to by the ~~Architect,~~ Designer, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the ~~Architect~~ Designer and supported by such data to substantiate its accuracy as the ~~Architect~~ Designer may require, and unless objected to by the ~~Architect,~~ Designer, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 ~~At least ten days before~~ Prior to the date established for each progress payment, the Contractor shall submit to the ~~Architect~~ Designer an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, ~~if required,~~ and supported by all data substantiating the Contractor's right to payment that the Owner or ~~Architect~~ Designer require, such as copies of requisitions, and releases ~~and waivers of liens~~ from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, ~~or by interim determinations of the Architect,~~ but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage,

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and transportation to the ~~site, for such materials and equipment stored off the site.~~extent those costs have been included in the Contract Sum and actually incurred. Additional costs, which may be attendant to the off-site storage, are the responsibility of the Contractor, and cannot be claimed by Contractor against Owner.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner ~~no later than the time of payment.~~ at the time payment is received by the Contractor. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of ~~liens,~~ claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 In Applications for Payment, the amount represented as total completed and stored to date shall reflect that portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and materials and equipment suitably stored in accordance with Section 9.3.2, and not exceed the Contract Sum less the value of incomplete Work and corrections required. This total completed and stored to date shall not be construed to define completion as determined by Substantial Completion or final completion of the Work according to Sections 9.8, 9.9, or 9.10.

§ 9.3.5 Applications for Payment shall indicate retainage withheld from the total completed and stored to date as follows: five percent (5%) until acceptance of a certificate of Substantial Completion; and, thereafter two percent (2%) until final payment. The resulting amount shall be indicated as the total earned less retainage. Applications that reduce retainage shall be accompanied by Consent of Surety, if a bond was required according to Section 11.4.

§ 9.3.6 Applications for Payment shall indicate the total earned less retainage, and the aggregate of previous payments made subtracted therefrom, and an amount requested.

§ 9.4 Certificates for Payment

§ 9.4.1 The ~~Architect~~ Designer will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the ~~Architect~~ Designer determines is properly due, and notify the Contractor and Owner of the ~~Architect's~~ Designer's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the ~~Architect's~~ Designer's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the ~~Architect~~ Designer to the Owner, based on the ~~Architect's~~ Designer's evaluation of the Work and the data in the Application for Payment, that, to the best of the ~~Architect's~~ Designer's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the ~~Architect.~~ Designer. However, the issuance of a Certificate for Payment will not be a representation that the ~~Architect~~ Designer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The ~~Architect~~ Designer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the ~~Architect's~~ Designer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the ~~Architect~~ Designer is unable to certify payment in the amount of the Application, the ~~Architect~~ Designer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and ~~Architect~~ Designer cannot agree on a revised amount, the ~~Architect~~ Designer will promptly issue a Certificate for

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Payment for the amount for which the ~~Architect~~ Designer is able to make such representations to the Owner. The ~~Architect~~ Designer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the ~~Architect's~~ Designer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;~~or~~

.7 ~~repeated~~ failure to carry out the Work in accordance with the Contract ~~Documents.~~ Documents, or

.8 potential liquidated damages and other unsettled claims.

§ 9.5.2 When either party disputes the ~~Architect's~~ Designer's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When any of the reasons for withholding certification are removed, certification will be made for respective amounts previously withheld.

§ 9.5.4 If the ~~Architect~~ Designer withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the ~~Architect~~ Designer and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the ~~Architect~~ Designer has issued a Certificate for Payment, the Owner shall make payment in ~~the manner and within the time provided in the Contract Documents, and shall so notify the Architect.~~ accordance with TCA § 12-4-701 et seq. as may from time to time be amended.

.1 Payment is due not later than 45 days after an undisputed Certificate for Payment has been received by Owner. Owner will endeavor to make payment within 21 days, but shall not be obligated to do so.

.2 Based upon Certificates for Payment issued by the Designer, correcting the Application for Payment as appropriate, the Owner shall make progress payments to the Contractor as provided in the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is ~~entitled, reflecting percentages actually retained from payments to the Contractor on account of~~ entitled for the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The ~~Architect~~ Designer and Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the ~~Architect~~ Designer and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor ~~Architect~~ Designer shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~When Contract Sum meets the statutory threshold, pursuant to TCA § 66-34-104, the Contractor shall comply with the procedures established by the Tennessee State Treasurer and Department of Finance and Administration for establishment of an interest-bearing retainage escrow account.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any ~~lien claim or other~~ claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a ~~lien claim or other~~ claim for payment, the Owner shall notify the ~~Contractor.~~ Contractor and the Designer. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the ~~lien or other~~ claim for payment has been asserted. The Designer may act in accordance with Section 9.5 or the Contractor may furnish acknowledgement of the claim from the Surety satisfactory to the owner to indemnify the Owner in making payment to the Contractor without reduction of the claim.

§ 9.7 Failure of Payment

If the ~~Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the~~ Owner does not pay the Contractor within seven days after the date payment is due as established in the Contract Documents, the amount ~~certified by the Architect or awarded by binding dispute resolution,~~ currently due as of that date pursuant to the terms of the Contract Documents (including certification by the Designer), then the Contractor may, upon seven additional days' notice to the Owner and ~~Architect,~~ Designer, stop the Work until payment of the amount ~~owing~~ due has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. In order to occupy or utilize the Work for its intended use, Owner must have received from the State Fire Marshal the Certificate of Occupancy, or in the case of renovations the Project Completion Form, and the Owner must have received substantially complete Product Data, Operating and Maintenance Data, orientation, and training, as may be required by specifications.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the ~~Architect~~ Designer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the ~~Architect~~ Designer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. ~~If the Architect's~~ Not later than at the time of this inspection, the Contractor will submit its application for payment commensurate with Substantial Completion. If the Designer's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the ~~Architect.~~ Designer. In such case, the Contractor shall then submit a request for another inspection by the ~~Architect~~ Designer to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the ~~Architect~~ Designer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying ~~the Certificate.~~ the Certificate, subject to the provisions of Section 9.12.2. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the ~~Architect~~ Designer as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the ~~Architect.~~Designer.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and ~~Architect~~ Designer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ~~Architect~~ Designer will promptly make such inspection. When the ~~Architect~~ Designer finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect~~ Designer will promptly issue a final Certificate for Payment stating that to the best of the ~~Architect's~~ Designer's knowledge, information and belief, and on the basis of the ~~Architect's~~ Designer's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The ~~Architect's~~ Designer's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ~~Architect~~ Designer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of ~~liens,~~ claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor ~~may furnish a bond~~ shall furnish acknowledgement of the matter from the Surety satisfactory to the Owner to indemnify the Owner against such ~~lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance~~ matter in

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lieu of such a release or waiver. If such matter remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging ~~the lien, claim, security interest, or encumbrance,~~ such matter, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the ~~Architect~~ Designer so confirms, the Owner shall, upon application by the Contractor and certification by the ~~Architect,~~ Designer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ~~Architect~~ Designer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner ~~except those arising from~~ for the following:

- **.1** ~~liens,~~ Claims, security interests, or encumbrances arising out of the Contract Documents and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract ~~Documents;~~ Documents, irrespective of when such failure is discovered;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final ~~payment by the Contractor, a Subcontractor, or a supplier,~~ payment, shall constitute a waiver of claims ~~by that payee~~ except those previously made in writing and identified ~~by that payee~~ as unsettled at the time of final Application for Payment.

§ 9.10.6 Final payment constituting the entire unpaid balance of Contract Sum, shall be paid by Owner to Contractor when Work has been completed, the Contract fully performed, and a final Certificate for Payment issued by Designer.

§ 9.10.7 If there is no Contract Bond, the final Certificate may be withheld until the prospect of final payment is advertised once, 30 days prior to issuance of the final payment, for the benefit of those to whom the Contractor may be indebted.

§ 9.11 Method of Payment

§ 9.11.1 Payments to Contractor shall be made through Owner's automated clearing house wire transfer system. Contractor shall have completed an Authorization Agreement for Automatic Deposits ACH Credits Form prior to commencing Work and prior to submitting a first application for payment. At the Owner's option, other payment options may be utilized.

§ 9.11.2 Debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits ACH Credits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. Corrections shall be made within two banking days of the effective date of the original transaction. Other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.

§ 9.11.3 The Owner reserves the right to deduct from amounts which are or shall become due and payable to Contractor under this or any contract between the parties any amounts which are or shall become due and payable to the State by the Contractor.

§ 9.12 Liquidated Damages

§ 9.12.1 Time being of the essence, Contractor further agrees to accept conditions for Liquidated Damages in the amount set forth in Contract Documents for each calendar day in excess of allotted time for Substantial Completion, or approved extension thereof, parties agreeing that the amount of damages resulting from delay would be uncertain and difficult to prove, and further agreeing that such Liquidated Damages set forth in the Owner-Contractor Agreement are a reasonable estimate of those damages which could result from delay.

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§ 9.12.2 If a portion of the Work is certified Substantially Complete, the amount of Liquidated Damages applicable to the remaining Work may be reduced by Written mutual agreement.

§ 9.12.3 Secondary Liquidated Damages shall be twenty-five percent (25%) of that originally required by the Contract Documents, and shall accrue until such time that Work has been completed and the Contract fully performed if:

.1 the time for completion stipulated in the Certificate of Substantial Completion has passed; or, if no such time was stipulated, then 30 calendar days has passed following the certified date of Substantial Completion and;

.2 the Contract Time, including approved extensions, plus 30 calendar days, has passed.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or ~~Architect~~ Designer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. Owner reserves the right to make repairs to damaged property and deduct all costs from the Contract Sum. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and ~~Architect.~~Designer.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ 14 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and ~~Architect~~ Designer of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, pursuant to circumstances described in Section 10.3.1, Owner will have the option to either terminate the contract as provided in Article 14, proceed with Contractor in a mutually agreed plan of action, or as follows: the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and ~~Architect~~ Designer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the ~~Architect~~ Designer will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or ~~Architect~~ Designer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the ~~Architect~~ Designer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. ~~By Change Order,~~ Following claim and modification processes in accordance with Articles 15 and 7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the ~~Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~ Contractor may file claim under Article 15 for consideration.

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§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance~~and Bonds~~

§ 11.1.1 The Contractor shall purchase ~~and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance required by the Contract Documents as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property on or away from the site, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~ insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until four years after Substantial Completion. Specific lines of coverage and limits of liability provided by the Contractor shall be written in a comprehensive form satisfactory to the Owner in the following minimum requirements:

.1 Commercial General Liability, with limits for bodily injury and property damage of
Each Occurrence **$1,000,000**
Annual Aggregate **$2,000,000**
and including:
premises & operations;
underground, explosion, & collapse;
products & completed operations;
contractual;
independent contractors; and,
personal injury (employment exclusion deleted).
The General Aggregate shall apply specifically to this project, using ISO form CG 2503 or the equivalent. The policy will contain a Waiver of Subrogation endorsement in favor of the Owner.
.2 The Contractor will maintain a Contractor's Pollution Liability policy with limits of
Each Occurrence **$1,000,000**

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Annual Aggregate $**2,000,000**

Coverage will commence prior to the beginning of the Work and will be maintained until four years after Substantial Completion. The policy will be written on a primary and non-contributory basis and will name the Owner as an additional insured for both on-going and completed operations. Coverage will apply to all construction operations, transit and disposal of material at non-owned disposal sites performed by or on behalf of the Contractor. The Policy shall not contain coverage exclusions related to asbestos, lead, silica or mold/microbial matter. The policy will contain a Waiver of Subrogation endorsement in favor of the Owner.

.3 Commercial Automobile Liability, with combined single limits for bodily injury and property damage of

Each Occurrence **$1,000,000**

and including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles. The policy will be written on a primary and non-contributory basis and will name the Owner as an additional insured, and will contain a Waiver of Subrogation endorsement in favor of the Owner.

.4 Workers Compensation and Employer's Liability, (without restriction as to whether covered by Worker's Compensation law), with Workers Compensation according to statute, and

Employer's Liability: **$500,000 per occurrence** for bodily injury, **$500,000** per employee for bodily injury by disease and **a $500,000** policy limit for bodily injury by disease. The policy will contain a Waiver of Subrogation endorsement in favor of the Owner.

.5 If an exposure exists, Aircraft and Watercraft Liability (owned & non-owned), with limits approved by Owner shall be provided.

.6 The Contractor will maintain Excess or Umbrella Liability coverage that is as broad or broader than the required Commercial General Liability, Commercial Automobile Liability and Employer's Liability with minimum limits of $5,000,000 per Occurrence, $5,000,000 Annual Aggregate. The Excess or Umbrella policy will be written on a primary and non-contributory basis and will name the Owner as an additional insured.

§ 11.1.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to Owner's execution of the Agreement and thereafter upon renewal or replacement of each required policy of insurance. Certificate(s) of insurance provided to attest to coverage shall specifically cite each element of coverage and not less than limits set forth in Section 11.1.2, as confirmation of complete coverage, and shall identify Contractor, Producer, Insurance Carrier, Project, and certificate holder, and state Producer's notice requirements as set forth in Section 11.1.4. The term "Commercial General Liability" shall mean all of the coverage listed in Section 11.1.2.1a unless specifically noted otherwise in the certificate. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 ~~**Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~The Contractor and its subcontractors shall cause the commercial general liability, auto, pollution and excess/umbrella coverage required by the Contract Documents to include (1) the Owner, the Designer and the Designer's consultants as additional insureds on a primary and non-contributory basis for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations using ISO form CG 2010 (07/04); and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations, using ISO form CG 2037 (07/04) edition.

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~~§ 11.2 Owner's Insurance~~

~~§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 11.1.5 Contractor shall notify Owner in writing of changes in coverage or carrier not later than ten days after notification of Contractor by Producer, or ten days before Contractor makes a change, whichever occurs first. By way of an endorsement to the policy, the Insurer will be required to provide written notice if policies are cancelled or modified before expiration date thereof.

§ 11.1.6 If professional design services or certifications by an appropriately licensed design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, as referenced in Sections 3.12.10.1 and 3.12.10.2, then that professional(s) shall maintain Professional Liability Insurance in the amount of: Each Claim $ 1,000,000, Annual Aggregate $1,000,000. The Professional Liability Insurance coverage shall be maintained for four years after the date of Substantial Completion of the Project. The Contractor is responsible for requiring that the Professional Liability Insurance is acquired and maintained.

§ 11.2 (Deleted)

§ 11.3 ~~Waivers of Subrogation~~Property Insurance

§ 11.3.1 The ~~Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate~~

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~~Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~Contractor shall purchase from and maintain, with a company or companies licensed to do business in Tennessee by the Department of Commerce and Insurance, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum plus value of subsequent Contract modifications for the covered project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall specify the Owner as named insured, and the Contractor, Subcontractors and Sub-subcontractors as insureds under the policy.

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~**§11.5 Adjustment and Settlement of Insured Loss**~~
~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and debris

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removal and shall cover reasonable compensation for Designer's services and Contractor's work required as a result of such insured loss. The policy will be written to include a waiver of subrogation applying to all parties.

§ 11.3.1.2 For Work stored off the site, or in transit, the Contractor shall provide insurance upon such Work to protect the Owner's Interest.

§ 11.3.1.3 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.1.4 Builder's Risk Insurance (BRI) for the full amount of the Contract Sum, unless the Work consists entirely of hazardous materials abatement or other demolition with no constructive patching or renovating, in which case there will be no BRI.

§ 11.3.1.5 The Contractor will be responsible for maintaining its own insurance for owned, leased and borrowed tools and equipment. The policy will contain a Waiver of Subrogation endorsement in favor of the Owner.

§ 11.3.2 Boiler and Machinery Insurance
The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.3.4 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the Issuing company will endeavor to provide ten days written notice to the Owner should the policy be canceled prior to the expiration date.

§ 11.3.5 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.6 If after an insured loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor.

§ 11.4 Contract Bond
§ 11.4.1 If the initial Contract Sum as awarded exceeds $100,000, Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder. If a Contract Bond is required, and a Three Year Roof Bond is also stipulated in the Bidding Documents, then the Three Year Roof Bond shall be provided as stipulated. Bond(s) shall be executed on Tennessee State Building Commission Standard Form(s) exhibited in Bidding Documents for project, and subject to provision of Section 11.4.3.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 Surety is the person or entity identified as such in a bond and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative.

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Surety Company issuing Bond shall be licensed to transact business in Tennessee by Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-Fact who executes bond on behalf of Surety shall be one who is licensed by Tennessee as a resident agent, and shall affix license number to bond; or, countersignature by and license number of a licensed resident agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the ~~Architect's~~ Designer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the ~~Architect,~~ Designer, be uncovered for the ~~Architect's~~ Designer's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the ~~Architect~~ Designer has not specifically requested in writing to examine prior to its being covered, the ~~Architect~~ Designer may request in writing to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering and recovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the ~~Architect~~ Designer or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the ~~Architect's~~ Designer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor of known noncomplying Work and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct ~~nonconforming~~ noncomplying Work within a reasonable time ~~during that period~~ after receipt of notice from the Owner or ~~Architect,~~ Designer, the Owner may correct it in accordance with Section 2.5. If Three Year Roof Bond has been provided, then with regard to the total roofing system, its installation, and materials, the one year time period hereunder is extended for two additional years for a total period of three years. Until such time as the three years hereunder have expired, Contractor's obligations hereunder shall be joint and several with Company as defined and set forth in the Roofing System Warranty. For the purpose of Section 12.2.2, all of Company's actions, whether of omission or commission, pursuant to the Roofing System Warranty are likewise actions of contractor hereunder and shall in no way negate or reduce the responsibilities of Contractor hereunder.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 and time period of applicable special warranties relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Incomplete or Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its completion or removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located..

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~ Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

~~**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.~~

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, ~~Architect,~~ Designer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 If procedures within the Contract fail to satisfy a Claim against the Owner, further action is to be taken up with the Tennessee Claims Commission, pursuant to TCA § 9-8-101, et seq. Damages recoverable against the State shall be limited expressly to claims awarded by the Commission, or any appellate decision of such claim awarded by the Commission.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the ~~Contractor~~ Designer shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public ~~authority, and~~ authority. The Owner shall bear all related costs of tests, inspections, and approvals. The Contractor

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shall give the ~~Architect~~ Designer timely notice of when and where tests and inspections are to be made so that the ~~Architect~~ Designer may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the ~~Architect,~~ Designer, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the ~~Architect~~ Designer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the ~~Architect~~ Designer of when and where tests and inspections are to be made so that the ~~Architect~~ Designer may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the ~~Architect's~~ Designer's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Architect.~~Designer.

§ 13.4.5 If the ~~Architect~~ Designer is to observe tests, inspections, or approvals required by the Contract Documents, the ~~Architect~~ Designer will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is ~~due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~past due as stated in Section 9.6.1 in accordance with TCA § 12-4-704 as may from time to time be amended.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the ~~Architect~~ Designer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than ~~100 percent~~ one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and ~~Architect,~~ Designer, terminate the Contract and recover from the Owner payment for Work executed, ~~as well as reasonable overhead and profit on Work not executed, and costs~~ including eligible overhead, profit, and costs as defined in Section 7.3.4 incurred by reason of such termination. .

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the ~~Architect,~~ Designer, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the ~~Architect~~ Designer that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all Work, the site, and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the ~~Architect's~~ Designer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the ~~Initial Decision Maker,~~ Designer, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the ~~Work;~~ Work, including materials for which Owner has paid and which are stored off-site; and

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.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In ~~case~~ the event of such termination for the Owner's convenience, the ~~Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Contractor's sole and exclusive remedy shall be to receive payment for the reasonable value of the completed portion of Work plus a portion ("P") of the remaining balance of the Contract Sum calculated under the following formula.

"P" = [(Remaining Balance of Contract Sum) x (.05)] x [(Value of the Work Completed) / (Contract Sum)]

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose ~~liquidated damages~~ Liquidated Damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The ~~Owner and~~ Contractor shall commence all Claims and causes of action against the ~~other~~ Owner and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the ~~binding dispute resolution method selected in the Agreement~~ Contract Documents and Section 13.3.3 and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The ~~Owner and Contractor waive~~ Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, ~~where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by~~ shall be initiated by written notice to the other party and to the ~~Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.~~ Designer. . Claims by either party under this Section 15.1.3.1 shall be initiated within ~~21~~ 14 days after occurrence of the event giving rise to such Claim or within ~~21~~ 14 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. If the effect of the condition giving rise to the Claim cannot be fully evaluated, a preliminary notice of pending claim shall be made within the stated time limit subject to further action in a timely manner.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.~~In such event, no decision by the Initial Decision Maker is required.~~

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Designer will issue recommendations for change orders and certificates for payment in accordance with its decisions issued pursuant to Section 15.2.5.

~~**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

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§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, ~~notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim.~~ written notice as required by the Contract Documents shall be given to the Owner by the Contractor, and written notice received by the Contractor from Owner acknowledging the claim and authorizing construction activity to proceed, before the Contractor shall proceed to execute the construction activity giving rise to the claim; thence, the claim shall be addressed under provisions of Section 15.2. Documentation of claims shall conform to the requirements of Article 7. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 ~~If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay~~ To make Claim for an increase in Contract Time, Contractor shall give written notice as provided herein, and include an estimate of cost, which shall be limited to that allowed by Section 8.3.3, and an explanation of the cause and probable effect on progress of the Work. In the case of a continuing delay, only one Claim is ~~necessary.~~necessary, and Contractor shall subsequently detail the full scope of the delay.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor ~~and Owner waive Claims against each other~~ waives Claims against the Owner for consequential damages arising out of or relating to this ~~Contract. This mutual waiver includes~~

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~.2 damages incurred by the Contractor for principal office expenses~~ Contract including but not limited to either party's termination in accordance with Article 14, principal office expenses, including the compensation of personnel stationed ~~there,~~ at the principal office, and any damages for losses of financing, ~~business~~ business, and reputation, and for loss of ~~profit, except anticipated profit arising directly from the Work.~~profit.

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.2 ~~Initial Decision~~Resolution of Claims and Disputes

§ 15.2.1 ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~ Claims shall be referred to the Designer for initial decision. An initial decision or other action by the Designer in accordance with Section 15.2.2 shall be required as a condition precedent to ~~mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Claims or action pursuant to remedies provided by law for Claims between Owner and Contractor, unless the Designer fails to timely comply with Section 15.2.2.

§ 15.2.2 The ~~Initial Decision Maker~~ Designer will review Claims and within ten days of the receipt of a Claim or information preliminary or pursuant to a Claim or modification to a Claim and take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the ~~Initial Decision Maker~~ Designer is unable to resolve the Claim if the ~~Initial Decision Maker~~ Designer lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker~~ Designer concludes that, in the ~~Initial Decision Maker's~~ Designer's sole discretion, it would be inappropriate for ~~the Initial Decision~~

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~~Maker to resolve~~ the Designer to resolve the Claim. If Designer approves or rejects the Claim, parties have ten days to request reconsideration based upon additional information, or the decision shall be final. If Designer suggests compromise, parties have ten days to respond. If the Designer declines to resolve the claim, the Owner may, but is not obligated to, take the lead in resolving the Claim.

§ 15.2.3 In evaluating Claims, the ~~Initial Decision Maker~~ Designer may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ~~Initial Decision Maker~~ Designer in rendering a decision. The ~~Initial Decision Maker~~ Designer may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the ~~Initial Decision Maker~~ Designer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the ~~Initial Decision Maker~~ Designer when the response or supporting data will be furnished, or (3) advise the ~~Initial Decision Maker~~ Designer that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker~~ Designer will either reject or approve the Claim in whole or in part.

§ 15.2.5 The ~~Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision~~ Designer will render an initial decision which shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties ~~and the Architect, if the Architect is not serving as the Initial Decision Maker,~~ of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to ~~mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~the provisions in Section 15.2.2, and thereafter to mediation if consented to by both parties, and to remedies as otherwise provided by law.

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~As a matter of law, the State of Tennessee and its property are not subject to mechanic's and material suppliers liens. Subcontractors, suppliers, and other claimants are protected through the Contract Bond as required by TCA § 12-4-201 et seq., and Section 11.4 of these Conditions. Specific requirements for notice of Claims on the bond are set forth in the TCA § 12-4-205.

§ 15.3 ~~**Mediation**~~
The State of Tennessee is not subject to mandatory mediation**.**

~~**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall~~

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~~proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3~~ ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.3.4~~ ~~The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 ~~Arbitration~~

The State of Tennessee is not subject to mandatory arbitration.

~~§ 15.4.1~~ ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1~~ ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2~~ ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3~~ ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1~~ ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2~~ ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Dick Tracy, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:52:06 CT on 04/06/2023 under Order No. 3104238195 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to this Section.

1.2 CONTRACT DESCRIPTION

A. Complete Fire Alarm system replacement in two phases.

Phase 1: Install a new Fire Alarm Control Panel. Install all new devices, including detectors, notification appliances, elevator recall, and manual pull stations. All new devices should be run with exposed conduit on the walls and painted or utilize surface-mounted raceway that matches existing wall color. Conduit not required above the ceiling system. Commission the new system.

Phase 2: Remove existing Fire Alarm systems in their entirety, including all associated devices, wiring, and raceways back to source.

This work is for the Pryor and Webster buildings on the main campus of Columbia State Community College – Columbia, TN.

1.3 LOCATION OF PROJECT

A. PROJECT:

B. Subproject A: Fire Alarm Replacement – Pryor and Webster Buildings
Pryor and Webster Buildings HVAC Updates
Columbia State Community College
1665 Hampshire Pike
Nashville, Tennessee

1.4 RELATED REQUIREMENTS – COORDINATION

Contractor's duties during construction shall include but not limited to the following:

A. Except as specifically approved in writing by the Owner, Contractor shall provide and/or pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, and utilities required for construction and other facilities and services necessary for proper execution and completion of work.

B. Pay legally required sales, consumer and use taxes.

C. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids, all permits, government fees, and licenses.

D. Give required notices.

E. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

F. Promptly submit written notice to Designer of observed variance of Contract Documents from legal requirements. It shall not be Contractor(s) responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to Contract Documents will be issued to Contractor as necessary. Contractor shall assume responsibility for all work known to be contrary to legal requirements.

G. Enforce strict discipline and good order among employees. Unfit persons not skilled in assigned tasks shall not be employed.

1.5 SPECIAL ORDER MATERIALS

A. Contractor is herewith advised that certain products, materials and equipment may be available on special order basis only, and that orders for such materials shall be placed with manufacturers as early as possible to avoid delays in work.

1.6 CONTRACTORS USE OF PREMISES

A. General: During the construction period the Contractor shall have full us of the premises for construction operations, including use of the site. The Contractors use of the premises as directed by the Owner.

B. Site shall not be unreasonably encumbered with materials or equipment.

C. Structure shall not be loaded with weight that will endanger structure.

D. Contractor shall assume full responsibility for protection and safe keeping of products stored on premises.

E. Stored products which interfere with operations of Owner shall be relocated as necessary by Contractor.

F. Contractor shall obtain and pay for use of additional storage or work areas needed for construction operations.

1.7 EXAMINATION OF SURFACES

A. Contractor shall examine all surfaces on which, or against which, finished or unfinished work is to be applied and shall notify Designer and Owner of any defects discovered which would be detrimental to proper installation of products. Installation of materials by Contractor will be considered as acceptance of surfaces by Contractor.

1.8 COMPLETION

A. It is the intent of the Contractor Documents that each and every fixture, piece of equipment, appliance and all other related articles shown on drawings or specified and required for proper completion of work will be completely installed, connected, wired, and made satisfactorily operable for use and service for which it is intended.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

01 25 13 PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SUBSTITUTIONS:

A. Contractor assumes all risks associated with premature ordering and installation of substitute products.

B. The specifically named manufacturers, products, and systems, and descriptive characteristics used in the Contract Documents normally serve only to establish a level of quality and a performance standard. Unless a specific restriction is placed upon an item in the specifications, Contractor may submit proposals for substitutions. The Owner reserves the right to disallow substitutions.

C. Delays caused by tardiness of Contractor in preparing and forwarding submittals do not constitute an acceptable basis for consideration of substitute products. Delays due to factors which were in effect prior to project bidding do not constitute an acceptable basis for consideration of substitute products.

D. Decisions heretofore made concerning the equivalence or equality of materials, supplies and equipment furnished for or incorporated in other projects, completed or under construction for the Owner shall not be considered as precedents or criteria and shall have no bearing or influence on the question of equivalent, equal or comparable materials, supplies and equipment for the Work.

1.02 SUBSTITUTION REQUEST FORM:

A. Requests for substitutions shall be submitted to Designer on the form exhibited as Section 01 25 33, or in a similar format which provides the same or more information.

B. When making requests for substitutions, Contractor assumes the following responsibilities:

1. To have investigated the proposed substitute product and determined it is equal or superior in all respects to that specified;

2. To provide the same warranty for substitute that Contractor would for that specified;

3. To provide complete cost data, and waive all claims for additional costs related to substitution which subsequently become apparent; and

4. To coordinate installation of the accepted substitute, making such changes as may be required for Work to be complete in all respects.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 25 33 – PRODUCT SUBSTITUTION REQUEST FORM

To: Hurst-Rosche, Inc.	Project: Pryor and Webster HVAC Updates
Attention: <<Designer contact>>	SBC Number: 166/015-03-2021A
Specified Item Name and Manufacturer: <<Item name and manufacturer>>	Proposed Substitute Item Name and Manufacturer: <<Item name and manufacturer>>

1. The following are attached (mark all that apply):

   ☐ Complete Description ☐ Catalog

   ☐ Laboratory Tests ☐ Specifications Data

2. This substitution will have the following effects on dimensions, gauges, weights, etc.:

   <<Comments>>

3. This substitution will have the following effects on wiring, piping, ductwork, etc.:

   <<Comments>>

4. This substitution will have the following effects on other trades:

   <<Comments>>

5. This substitution will have the following effect on construction schedules:

   <<Comments>>

6. The proposed substitute(s) differs from the specified product(s) in quality and performance as follows:

   <<Comments>>

7. Manufacturer guarantees for the substitute(s) and the specified product(s) are (check one):

   ☐ The Same ☐ Different (if different, explain below)

   <<Comments>>

8. Information on the availability of maintenance services and replacement materials for proposed substitute(s) is provided on an attached sheet.

   ☐ Attached ☐ Not Applicable

9. Names, addresses, and phone numbers of fabricators and suppliers for proposed substitute(s) are provided on an attached sheet.

   ☐ Attached ☐ Not Applicable

10. If the proposed substitution is accepted, it will result in:

    ☐ No Cost Impact

    ☐ A Cost Decrease of $<<Amount>>

    ☐ A Cost Increase of $<<Amount>> As Shown on Attached Itemization

11. License fees or royalties are pending on the proposed substitute.

    ☐ No ☐ Yes (if yes, explain below)

    <<Comments>>

12. The undersigned shall pay for additional studies, investigations, submittals, redesign, and analysis by the Designer necessitated by this substitution request.

Substitutions must be requested in accordance with applicable Contract requirements. After bidding, substitutions are to be submitted only by Contractor. Substitute products should not be ordered or installed without written acceptance.

Submitted By:

Signature:	Date: <<Date>>
Printed Name: <<Name>>	Firm Name: <<Name>>

13. Designer Review and Comments:

    ☐ Accepted ☐ Rejected

    ☐ Accepted as Noted ☐ Rejected (received too late)

    ☐ Rejected (submitted incomplete)

    <<Comments>>

Signature:	Date:
Printed Name:	Firm Name:

14. Owner Review:

Signature:	Date:

END OF SECTION

01 26 00 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUPPORTING DOCUMENTATION FOR PROPOSALS OR CLAIMS

A. Propose related changes to Work, Contract Sum, and Contract Time, in writing together. Propose unrelated changes separately. Attach and reference pertinent documents related to the change.

B. For a change in the Work, specifically describe proposed change, or briefly describe the proposed change with specific reference to a completely descriptive attachment, such as a request for proposal from the Designer.

C. For a change in Contract Sum, state briefly the reason for change, state the amount, and provide itemization of values on the following forms or similar forms providing the same information:

1. Section 01 26 54 Form for Price Summary, listing the itemizations of Work by subcontractors and the Contractor that together apply to an entire related change in work.
2. Section 01 26 55 Form for Price of Work, detailing the quantities, units, costs, and extensions for materials, equipment, and labor, subtotaled, plus overhead, and profit related to a specific proposed change in the Work.
3. Section 01 26 56 Form for Price of Time, if applicable, deriving an average cost per day.

D. For a change in Contract Time:

1. Fully describe the extent of and reasons for the change and effect of the change on the construction schedule, and attach a revised construction schedule. Take into account weekends, holidays, and the specified standard baseline for weather delays during the period of the requested extension.
2. For a change based on weather-related delay refer to Section 01 26 20.

1.02 SIGNATURES FOR CHANGE ORDER

Form shall be similar in format and content to Section 01 26 40 and signed by authorized representatives of the Owner, Designer, and Contractor according to the following procedure:

1. Designer prepares and submits supporting documents to Owner.
2. Owner produces and signs three (3) counterparts of form. Owner scans and transmits an informational copy to its construction representative, Designer, and Contractor.
3. Owner's construction representative brings owner's three original, signed counterparts to next progress meeting, unless urgency and opportunity make for a more timely execution.
4. Designer and Contractor both sign all three (3) counterparts at progress meeting. Each retains a counterpart, and the Owner's construction representative retains the third for the Owner.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 26 20 – WEATHER DELAYS

PART 1 - GENERAL

1.01 EXTENSION OF CONTRACT TIME

If a Claim is made for an extension of time based upon weather delays in accordance with the General Conditions an extension may be granted only for the number of weather delay days in excess of the number of days listed for the applicable month on the standard baseline.

1.02 STANDARD BASELINE FOR ADVERSE WEATHER

A. The standard baseline is defined as the number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the standard baseline is included in the Work and is not eligible for extension of Contract Time.

B. The Owner has established a standard baseline for the State of Tennessee as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

1.03 ADVERSE WEATHER AND WEATHER DELAY DAYS

A. Adverse weather is defined as the occurrence of one or more of the following conditions within a 24 hour day that prevents construction activity exposed to weather conditions or access to the site:

1. Precipitation (rain, snow, or ice) in excess of one-tenth inch liquid measure.
2. Temperatures that do not rise above the minimum required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
3. Sustained wind speed in excess of the maximum for the day's construction activity, if such sustained wind speed maximum is specified or accepted as standard industry practice.
4. Dry out days under the following conditions:
   a. more precipitation days occur than listed in the standard baseline;
   b. there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
   c. no more than one dry out day is allocated for each additional day of precipitation more than the standard baseline that total one inch or more, liquid measure, unless specifically recommended by the Designer.

B. A weather delay day may be counted if adverse weather prevents work on the project for 50% or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activities that day.

1.04 DOCUMENTATION AND SUBMITTALS

A. Weather Delay Report:

1. Use a copy of Section 01 26 25 as a weather delay report, indicating for each calendar month the days on which construction activity affecting the critical path of the Work was prevented by weather conditions.
2. In the column for the cause, indicate measurement of precipitation, temperature, wind, or other influencing factors.
3. Describe the construction activity that was scheduled, on the critical path, and delayed.
4. At the end of the month, add up the number of days delay, subtract the baseline number given in this Section, and show the resulting claimable days in excess of baseline.
5. Submit a copy of the completed report with the next application for payment. Reports submitted with applications for payment do not constitute a claim or preliminary claim for extension of time.

B. Claim for a time extension based on weather delay(s):

1. Submit a copy of all reports completed since the last month for which a time extension was previously claimed, or the commencement of Work if no previous claim, through the last month for which delay is being claimed. Claims for time extension based upon weather delays are unjustified if a submitted report does not corroborate the claim or if no report was submitted when it was required with an application for payment.
2. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
3. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Designer at beginning of project.
4. Organize claim documentation to facilitate evaluation on a basis of calendar month periods and the standard baseline.
5. Submit in accordance with the requirements of the Contract Documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 26 25 – WEATHER DELAY REPORT

SBC Project Number and Project Name:			Month and Year Reported Below:
Date	Weather condition causing delay	Work scheduled on critical path for this day that was delayed.	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
	Total number of days this month with delay due to weather		
	Baseline number from Section 01 26 20		
	Total – Baseline = claimable days		

END OF SECTION

01 26 40 – FORM FOR AMENDMENT, CHANGE ORDER, OR DIRECTIVE

[ ] Amendment PROJECT: Accessibility and Security Upgrades

[ ] Change Order Project Number: 166/015-01-20121

[ ] Construction Change Directive Modification Number:

Original Contract Date: Date This Change Initiated:

The following changes in the Contract are hereby directed:

Item	Reference	Work	Contract Sum	Contract Time

The original Contract Sum ..... $

Net Change previously authorized ..... $

The Contract Sum prior to this Modification ..... $

This modification (*increases* / *does not change* / d*ecreases*) the Contract Sum... $

The new Contract Sum, including this modification ..... $

This Modification (*increases* / *does not change* / *decreases*) the Contract Time..

The new Contract Time, including this Modification.....

The last day of the Contract Time, including this Modification.....

CONTRACTOR	DESIGNER	OWNER
Signed	Signed	Signed
Name & Date	Name & Date	Name & Date
For	For	For

Changes over 10% cumulatively or exceeding $500,000.00, STATE ARCHITECT:

Signed Name Date

01 26 54 - FORM FOR PRICE SUMMARY

SBC Project Number:	Project Name:
166/015-03-2021A	Coumbia State Community College Pryor and Webster Buildings HVAC

Name of General Contractor:

Proposal Number:	Date Itemized:	Page of pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances

Subtotal:		0.00
General Contractor mark-up on Subtotal:	% =	0.00
Subtotal for General Contractor for work by subcontractors:		0.00

Work by General Contractor	

Subtotal (including Subcontractors and the General Contractor):	0.00

Cells with red underline (if viewed in color) are for you to fill in. Others are protected.

Bond Premium:	% =	0.00
Total:		0.00

Rounding off is permitted if rounding up for decreases and rounding down for increases. Math functions in Excel show rounded to nearest penny, but carry exact value for calculations. Let embedded math do its work.

This spreadsheet is available on the Owner's Designers' Manual website.

01 26 55 - FORM FOR PRICE OF WORK

SBC Project Number:	Project Name:
166/015-03-2021A	Coumbia State Community College Pryor and Webster Buildings HVAC

Work itemized below provided by:

Proposal Number:	Date Itemized:	Page	of	pages

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
	Materials		Subtotal	0.00	Equipment				Labor		Subtotal	0.00
			% Sales Tax =	0.00							% Burden =	0.00
			Cost:	0.00			Cost:	0.00			Cost:	0.00

Cells with red underline (if viewed in color) are for you to fill in. Other cells are protected. Rounding off is permitted if rounding up for decreases and rounding down for increases. Math functions in Excel show rounded to nearest penny, but carry exact value for calculations.

Let embedded math in "extension" columns do its work.

This spreadsheet is available on the Owner's Designers' Manual website.

Subtotal of Costs of Materials + Equipment + Labor = $	0.00
10% Overhead allowed on costs = $	0.00
Subtotal of Costs + Overhead = $	0.00
5% Profit allowed on Costs + Overhead = $	0.00
Total for this change = $	0.00

01 26 56 - FORM FOR PRICE OF TIME

SBC Project Number:	Project Name:
166/015-03-2021A	Columbia State Community College Pryor and Webster HVAC Updates

Work itemized below provided by:

Proposal Number:	Date Itemized:	Page of pages

Description	Period Cost	Period (Year, Month, Week, Day)	Cost Per Day
Superintendent Salary			
Superintendent Vehicle			
General Use Vehicles			
Field Office			
Field Office Equipment			
Computer			
Fax Machine			
Copier			
Typewriter			
Calculator			
Field Office Utilities			
Electricity			
Natural Gas			
Water Service			
Drinking Water			
Telephone Service			
On-Site Storage			
Shed			
Trailer			
Safety Program			
Cleaning			
Site Toilet(s)			
		Subtotal of Costs:	
		5% for Profit:	
		Total per day:	

Cells with red underline (if viewed in color) are for you to fill in. Other cells are protected. Math functions show rounded to penny, but carry exact value for calculations. Let embedded math do its work. Use "Year", "Month", "Week", or "Day" for period. This spreadsheet is available on the Owner's Designers' Manual website. See A201 7.3.11.1 for Class 1 time.

01 29 54 – RETAINAGE ESCROW INITIATION

PART 1 - GENERAL

1.01 BASIC REQUIREMENTS

A. Reference Tennessee Code Annotated (TCA) § 66-34-104.

B. In accordance with State law retainage shall be deposited into an interest-bearing escrow account if the original Contract Sum is $500,000 or greater.

C. Failure to have the escrow account operational by the time of the Contractor's second application for payment will result in delay of payment or inability of the Owner to make payment. Any such delay or inability to pay will not be grounds for relief under the prompt payment statutes.

1.01 BANKING INSTITUTION REQUIREMENTS

The banking institution handling the retainage escrow account must be in an appropriate custodial care agreement with the State Treasurer. If not already in such an agreement, a banking institution can request such an agreement from the State Treasurer, subject to meeting eligibility requirements of TCA §12-4-108(c).

1.03 PROCESS

A. Shortly after award of contract, the Tennessee Department of Finance and Administration (F&A) will send the Contractor information for starting the account. This information typically includes the following:

1. Procedural guide
2. Forms including the basic application provided herein as Form A.
3. List of banks that currently have agreements with the State to host retainage escrow accounts.

B. The instructions from F&A will include a name and phone number to call for help if the Contractor needs help completing Form A or if the Contractor plans to use a lending institution that does not have a current agreement with the State for hosting retainage escrow.

C. Immediately upon award of a contract with a Contract Sum of $500,000 or greater, complete the Form A shown in this section, arrange for the completed Form A to be executed by the escrow bank, and instruct the bank to submit the original wet-signature Form A to the following address.

Retainage Escrow Coordinator
Tennessee Department of Finance and Administration
Office of Business and Finance
Suite 2000 William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville TN 37243-0294

FORM A

APPLICATION FOR THE SUBSTITUTION OF SECURITIES FOR ALL AMOUNTS RETAINED ON STATE BUILDING COMMISSION CONSTRUCTION CONTRACTS

Date: _____

RE: Contract Number: _____
Project No.: _____
Location: _____
_____

Dear State Building Commission:

Pursuant to the provisions of Tennessee Code Annotated, Sections 12-4-108,

Contractor's name and address as appearing on construction Contract:	

hereby requests that whenever payment for which certain amounts are retained by the State Building Commission as determined by the subject construction contract, the amount so retained be substituted for approved securities, as designated by the Tennessee State Treasurer.

The undersigned Contractor hereby appoints _____
(Name of Banking Institution)

located at _____ to be its
(Complete Address of Banking Institution)

agent and attorney-in-fact to receive all amounts retained by the State Building Commission under the provisions of the subject construction Contract and to purchase Retainage Securities of the following type: _____
(Description & Account Number)

The appointed Banking Institution, as indicated by the acceptance signature shown below, agrees to enter or has already entered into a Trust Agreement with the Tennessee State Treasurer to act as custodian and servicing agent of Retainage Securities and to perform all assigned duties and responsibilities with respect thereto as set forth in the Trust Agreement, which is herein incorporated by reference.

Very truly yours,

_____ _____
(Signature of Authorized Representative of Contractor) *(Title)*

ACCEPTED:

_____ _____
(Signature of Authorized Officer of Banking Institution) *(Title)*

CONTACT PERSON (BANK) _____
PLEASE PRINT

PHONE NUMBER _____

END OF SECTION

01 29 73 – SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 FORM AND APPROVAL

A. The form for the Schedule of Values shall be AIA Document G703 Continuation Sheet.

B. If objected to by the Designer or the Owner revise and resubmit the Schedule of Values to the Designer's and Owner's satisfaction prior to submitting an Application for Payment.

1.02 LEVEL OF DETAIL

A. Provide a breakdown of the Contract Sum in sufficient detail to facilitate ongoing evaluation of Applications for Payment and progress measurement and reports.

B. Round off line items to the nearest whole dollar with the total equal to the Contract Sum.

1.03 ALLOCATION OF VALUES

A. Phases:

1. If Phases are stipulated with distinct commencement, duration, or completion requirements, divide the allocation to correspond to the Phases.

2. Within each Phase subdivide the allocations as described below and subtotal.

B. Sitework:

Provide line items for sitework including categories for site utilities, roads and parking, and appurtenances according to general type and physical separation.

C. Each involved building or major structure:

1. Categorize items by major trades or units of work corresponding to the divisions and sections of the specifications.

2. Further subdivide as desired but maintain a distinct and identifiable correspondence to this allocation.

D. If allowances are stipulated in the Work, provide a line item in the Schedule of Values for each allowance, including quantity allowances associated with Unit Prices. If the project has phases associate the allowance with the relevant phase.

E. If the Contract is a CM/GC contract based on a Guaranteed Maximum Price (GMP) with estimated trades identified as a part of the GMP, provide a distinct line item for each estimated trade.

F. Prior to receipt of written approval of a Change Order, do not show in any respect a Change Order intended to modify the Contract sum, regardless of the Change Order's status prior to being fully execute. After a Change Order which modifies the Contract Sum is approved and fully executed by the Owner show the Change Order as follows.

1. Provide a single line item for each fully executed Change Order with identification by Change Order number.

2. Maintain these line items through the balance of the project.

G. For the final statement of accounting incorporate Change Orders that modify the Contract Sum into the appropriate allocations.

END OF SECTION

01 29 76 – PROGRESS PAYMENT PROCEDURES

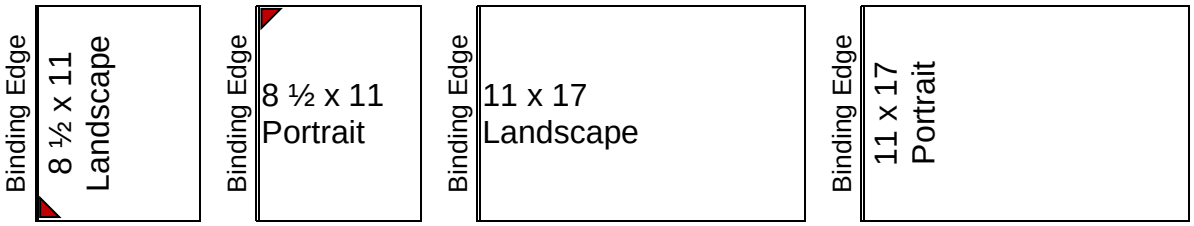
PART 1 – GENERAL

1.01 SUBMITTAL:

A. In each Application for Payment provide the document indicated in the following table according to its context.

Counterpart or Copy	Progress Payment	Reducing Retainage Upon Subst. Completion	Final Payment	Document	§ 1.03 Subsection
counterpart	YES	YES	YES	G702 Application	A
copy	YES	YES	YES	G703 Continuation	B
copy	no	no	YES	Final Accounting	C
copy	YES	YES	YES	Contingency & Reserve Logs (if CM/GC)	D
copy	if any	if any	no	Off-Site Stored Materials documents	E
counterpart	no	no	YES	Affidavit of Payment	F
counterpart	no	YES	YES	Consent of Surety with Power of Attorney	G
copy	no	no	YES	Insurance Certificate	H
copy	no	no	YES	Statement of Continuing Insurability	I
copy	no	if any	if any	U&O Permit	J
copy	no	YES	YES	Data Binder Receipt(s)	K
copy	no	no	YES	Roof Warranty or Warranties	L
copy	no	no	YES	Report of Subcontractors and Suppliers	M
copy	YES	if any	no	Visitor Log	N
copy	YES	if any	no	Weather Delay Report	O

B. Provide application documents assembled in order listed above on 8½" x 11" pages, except 11" x 17" pages can be used for Progress Schedules and Submittal Logs if folded to fit an 8½" x 11" size. Orient all pages as shown below. Provide application sets bound with a single clip (no staple) affixed to the upper left of the G702 first page (according to its orientation ◤).



C. Counterpart documents shall be original instruments with wet signatures and embossed or wet-stamped seals, in each set of application documents.

D. Provide a draft submission, including attachments, as a PDF attached to an email, to Designer and to the Owner's construction representative three days prior to actual submittal.

E. Provide actual submission of five sets of the application documents to the Designer at progress meeting, substantial completion inspection meeting, or final inspection meeting. If submitted outside of these meetings, provide conveyance of application to Designer, from Designer to Owner's construction representative, and from Owner's construction representative to Owner's central office.

1.02 INCLUSIONS AND CALCULATIONS:

A. Accurately represent all values with two decimal places, calculated to the penny.

B. Stored Materials: Materials suitably stored on-site but not yet incorporated into the Work can be included; and, those suitably stored off-site can be included if documented in accordance with later provisions of this section.

C. On CM/GC contracts, the total completed and stored to date for estimated trades can only be included once bids have been taken, subcontracts awarded, and the actual price reconciled to the Reserve Log.

D. Calculation of retainage and amounts withheld:

1. Credit for completed work and stored materials, and deductions for incomplete work, comprise the Total Completed and Stored to Date. The Total Completed and Stored to Date shall not include the value of punch list items that remain incomplete after Substantial Completion.

2. Retainage is calculated as a percentage of Total Completed and Stored to Date: 5% prior to Substantial Completion; 2% after Substantial Completion; then, none at final payment. In the continuation sheets, showing retainage at individual line items is not required and is discouraged, as it promotes rounding errors. Retainage should only be shown at phase sub-totals, if phases exist, and when retainage rates vary between phases.

3. Other amounts withheld (i.e., potential liquidated damages or in response to subcontractor claims of non-payment) can be added to the continuation sheet and deducted from the Total Completed and Stored to Date, or can be deducted from the resulting current payment due after retainage and prior payments are accounted.

E. If a billing period would cross a State fiscal year (ending June 30, starting July 1), provide separate pay requests for the portion of work performed in each fiscal year.

1.03 FORMS, FORMAT, AND CONTENT:

A. G702 Application: Use AIA Document G702 Application and Certificate for Payment

1. For project identification, include the Owner's project number featured prominently, institution name, and work name, which is normally the project title shown in the Agreement.

2. Provide a unique, sequential application number.

3. Include the Contractor's address exactly as provided in the ACH Form.

4. Show the county where the Work is located, normally where AIA captions "Contract for".

B. G703 Continuation: Use AIA Document G703 Continuation Sheet itemized with the line items and values of the schedule of values accepted by Designer, and values and percentages for each line item. If there are phases, include a sub-total for each phase as well as a grand total.

C. Final Accounting: Allocate final Contract Sum as if Modifications had been fully incorporated in Contract Sum at award of Contract, and shall follow the same format as the schedule of values.

D. GMP Contingency Log and Reserve Log, only if a CM/GC contract.

E. Off-Site Stored Materials: If any, provide the following.

1. Statement identifying where materials are stored, and assuring that materials are tagged to identify them for use in the project.
2. Bill(s) of sale for materials claimed that list(s) all items.
3. Certificate of insurance covering materials claimed, recognizing Owner's right to make claims.

F. Affidavit of Payment of Debts and Claims: Provide counterpart using AIA Document G706, when requesting final payment for the Work or reduction of retainage to zero for any portion of the Work.

G. Consent of Surety:

1. If seeking reduction in retainage prior to final payment for the entire Work, or final payment on only a portion of the Work, provide counterpart using AIA Document G707A Consent of Surety to Reduction in Retainage, or a similarly formed letter.
2. If seeking final payment, provide counterpart using AIA Document G707 Consent of Surety Company to Final Payment, or a similarly formed letter.
3. If Contractor has listed exceptions in the affidavit of payment, Surety's consent shall acknowledge such exceptions.
4. If Contract is not bonded, consent of surety is not required, and Owner will instead advertise a public notice of settlement, and wait 30 days for responses, before accepting the application.
5. Provide counterpart of power of attorney with consent of surety.

H. Insurance Certificate: If seeking final payment, provide certificate of insurance for products and completed operations as required by the General Conditions of the Contract for Construction.

I. Statement of continuing insurability: If seeking final payment, a letter written to the effect required by the General Conditions of the Contract.

J. Use & Occupancy Permit (some jurisdictions have a different name): Provide copy with first application following substantial completion.

K. Data Binder Receipt:

1. With first application following substantial completion, provide copy of document identifying to whom Contractor delivered the operating and maintenance data binders.
2. With application for final payment, provide copy of document identifying to whom Contractor delivered project data binders

L. Roof Warranty or Warranties, if any required, on the Owner's section 07 50 36 standard form.

M. Report of Subcontractors and Suppliers, on the standard form.

N. Visitor Log for the period covered by application. After substantial completion, provide log(s) for periods prior to substantial completion that have not been provided in a prior application.

O. Weather Delay Report for all calendar months completed, up to the date of substantial completion, and not previously submitted.

1.04 CERTIFICATION

A. Designer, if in disagreement with the amounts claimed in an application, may either return application to Contractor for revision and resubmittal, or revise application by hand to indicate corrections Designer considers appropriate.

B. Designer, finding an application complete and correct, will certify the application and return one of the sets to Contractor to indicate the action taken.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.

B. Field engineering.

C. Preconstruction meeting.

D. Progress meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of the Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

A. Not Applicable.

1.4 PRECONSTRUCTION MEETING

A. Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner, but no later than 15 days after execution of the Agreement.

B. Attendance Required: Owner and Contractor.

C. Agenda:
1. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
2. Designation of personnel representing parties in Contract.
3. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures.
4. Scheduling.

D. Entity responsible for conducting meeting will record significant discussions. Distribute minutes of the meeting to each party present and to other parties requiring information, including Owner, within five days of the meeting.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, as appropriate to agenda topics for each meeting.

C. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

D. Entity responsible for conducting meeting will record significant discussions. Distribute minutes of the meeting to each party present and to other parties requiring information, including Owner, within five days of the meeting.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

01 31 19 – PROJECT MEETINGS

PART 1 - GENERAL

1.01 SCHEDULING AND ATTENDANCE

A. The Designer, in cooperation with the Owner and the Contractor, will schedule and administer a pre-construction meeting, periodic progress meetings, and any required special meetings.

B. Representatives of the Owner and the Designer will attend.

C. Attending representatives of the Contractor, subcontractors, and suppliers shall be qualified and authorized to act on behalf of the entity each represents.

D. The Contractor representative shall be authorized to sign Change Orders.

1.02 PRE-CONSTRUCTION MEETING

A. A pre-construction meeting will be scheduled upon the award of the contract prior to the issuance of the Notice to Proceed.

B. The Contractor shall arrange for the following participants in the pre-construction meeting:

1. The Contractor's superintendent and management representative having authority to sign change orders.
2. Major subcontractors' representatives
3. Major suppliers' representatives
4. Others as desired

1.03 PROGRESS MEETINGS

A. Progress meetings are held to provide a regular and frequent opportunity for the following purposes.

1. Conduct a general review of the progress of the Work aimed at identifying and mitigating impediments to timely completion.
2. Provide an opportunity for the Contractor to submit Applications for Payment along with appropriate attachments and other submittals.
3. Designer and Contractor sign Change Orders in accordance with § 01 26 00.

B. Progress meetings will be scheduled and conducted at the project site when deemed advisable by the Designer until the Work is complete, typically twice monthly.

C. The Contractor shall arrange for the following participants in progress meetings:

1. The Contractor's superintendent and management representative having authority to sign change orders.
2. Subcontractors' representatives, as befits the agenda
3. Suppliers' representatives, as befits the agenda
4. Others, as appropriate.

D. Proceedings of these meetings will be recorded and the Contractor will be furnished copies for its use and for distribution to subcontractors, material suppliers and vendors.

1.04 SPECIAL MEETINGS

The Contractor and its subcontractors and suppliers shall attend special meetings as deemed necessary and requested by the Designer.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 31 80 – Project Team Evaluation

PART 1 - GENERAL

1.01 REQUIREMENTS

A. State of Tennessee Office of the State Architect requires that all Contractors and Designers Comply with the TEAM EVALUATION found on their website https://www.tn.gov/content/tn/osa/capital---real-estate/capital-projects.html.

B. Comply with PROJECT TEAM EVALUATIONS GUIDELINES in Appendix 3: System or Campus Specific Guidelines and Requirements; TBR Instructions for Project Execution; Team, 360 Evaluations Instructions - September 2019.

1.02 EVALUATIONS OF DESIGNER AND OWNER BY CONTRACTOR

A. Provide complete evaluations of the Designer and Owner at project team evaluations meetings.

B. Provide evaluations and use the forms in the Project Team Evaluations format and evaluation rubric provided on the State of Tennessee Office of the State Architect (OSA) website. on the Office of the State Architect website.

C. Provide interim evaluations as needed during the construction.

D. Provide final evaluations prior to Final Inspection.

E. Final project payment will be withheld until Final Team Evaluations have been completed and submitted to Designer.

1.03 EVALUATIONS OF CONTRACTOR BY OWNER AND DESIGNER

The Owner and Designer shall complete evaluations of the Contractor in accordance with the Project Team Evaluations information provided on the OSA website.

1.04 PROJECT TEAM EVALUATION MEETINGS

Provide a representative at project team evaluation meeting(s) at times and locations established by the Owner or Designer to support required evaluations. The representative shall have knowledge of the project to enable discussion of evaluation of project team members and authority to adjust evaluations in the meeting(s).

1.05 EVALUATION GRIEVANCES

Grievances with evaluations shall be handled in accordance with Scoring Reviews information provided on the OSA website.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 31 90 – ADMINISTRATIVE LOGS

PART 1 - GENERAL

1.01 SUBMITTALS LOG

A. If any shop drawings, product data, or sample submittals are required by the Contract Documents, maintain a submittals log to record the status of submittals made to the Designer.

B. Process:

1. Submit three (3) copies with each Application for Payment.
2. Clearly identify the Project.
3. Record activities with respect to shop drawings, product data, samples, and such other submittals which are required by the Contract Documents.
4. Indicate for each submittal made to date:
   a. Title or name, and type of submittal.
   b. Date submitted to the Designer.
   c. Date returned by the Designer.
   d. General nature of the Designer's response.

1.02 VISITOR LOG

A. Maintain visitor log in the field office (or with the project superintendent when no field office is required) to record visits by all persons not a part of the Contractor's forces, materials suppliers, or subcontractors' forces, until substantial completion of the entire Work.

B. Process:

1. Submit a copy with each counterpart of each application for payment, covering the period since the last log(s) submitted.
2. Clearly identify the Project.
3. Use the form of specification Section 01 31 93, and indicate:
   a. Visitor name and affiliation.
   b. Date and time of visit.
   c. Length of time on site.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 31 93 – VISITOR LOG

Please print information below if you represent the Owner, institution, Designer or a consultant, a testing agency engaged by the Owner or Designer, a regulatory authority, or yourself as a private individual. Please estimate how long you will be on site, rather than logging out when you leave.

Persons who are employed by the Contractor, a subcontractor, a sub-subcontractor, a supplier, or a testing agency engaged by any of these, are NOT VISITORS, and should not log in on this Log.

Name	Representing	Arrival Date and Time	How Long On Site	Phone No. While On Site

01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.01 IDENTIFICATION

A. Identify clearly the Project, SBC Number, and date of issuance or revision on each submitted schedule.

1.02 CONSTRUCTION SCHEDULE FORMAT

A. Use a bar chart or critical path schedule format or other method approved by the Designer. A critical path schedule is recommended to enable meeting requirements for documentation for time extension requests.

B. Utilize a construction scheduling software for development and updates.

C. Outline the orderly progress of the Work as planned from the Notice to Proceed through Substantial Completion on the contractually required date.

D. Categorize the Work by major work area and distinct trade or team. If phases are specified also categorize by phase.

E. Divide work activities into one month or less duration.

F. Provide an identifiable relationship to the schedule of values.

G. Identify projected monthly progress, points of 50% completion and Substantial Completion, and other major milestones.

H. If included in the Work, commissioning and storm water pollution protection plan activities shall be major milestones.

I. If planting that is seasonally sensitive is included in the Work, show such distinctly in a seasonally appropriate time.

J. Transmit the schedule in PDF format when requested by the Owner or Designer.

1.03 INITIAL CONSTRUCTION SCHEDULE

Submit within 21 days of award of the Contract and no later than the date of submission of the first Application for Payment.

1.04 UPDATED CONSTRUCTION SCHEDULE

A. Submit a copy attached to each counterpart of Applications for Payment.

B. Format in a manner similar to the initial progress schedule and as follows:

1. Indicate the initial construction schedule for the Work.
2. Identify the actual progress through the period covered by the current Application for Payment.
3. Indicate the planned progress through Substantial Completion including extensions of time made by Modification.
4. If actual progress falls behind previous projections, indicate the recovery plan so that the Work will be completed on time.

1.05 SUBMITTALS SCHEDULE

A. Submit in writing with the initial construction schedule.

B. The submittals schedule may be incorporated into the construction schedule if clearly identified.

C. Identify submittals to be made.

D. Show date for submission and date by which Designer should respond, allowing sufficient time for review. Designer may require revision of the submittals schedule if times allotted for review are insufficient.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 41 15 – BASIC REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 APPLICABLE CODES, RULES, STANDARDS, REGULATIONS, AND LAWS

A. Comply with all applicable codes, standards, regulations and laws.

B. The following is a list of major codes that may govern the project. It is not to be considered all-inclusive of codes and regulations that may apply and current revisions and editions must be confirmed.

1. Currently adopted codes of the Tennessee Department of Commerce and Insurance, State Fire Marshal's Office. Refer to the Codes Enforcement section of the Office's web site for further information which may include, but is not limited to the following.

a. building codes

b. fuel gas codes

c. mechanical codes

d. plumbing codes

e. property maintenance codes

f. fire codes

g. energy conservation codes

h. existing building codes

i. fire protection and life safety codes

2. Current rules of the Tennessee Department of Commerce and Insurance, Division of Fire Prevention. Refer to the Division's web site for further information which may include, but is not limited to the following.

a. electrical installation rules

b. equitable restroom rules

c. construction plans and specifications review rules

3. Current rules of the Tennessee Department of Labor and Workforce Development, Board of Boiler Rules. Refer to the Board's web site for further information.

4. Current rules of the Tennessee Department of Labor and Workforce Development, Elevator & Amusement Device Safety Board. Refer to the Board's web site for further information.

5. The Tennessee Public Building Accessibility Act, Tennessee Code Annotated (TCA) § 68-120-204 with comments as follows. Reference the web site of the Tennessee Department of Commerce and Insurance, Division of Fire Protection.

a. ADA Title II, State and local government facilities must follow the requirements of the 2010 standards, including both the Title II regulations at 28 CFR 35.151 and the 2004 ADAAG at 36 CFR part 1191, appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR 35.151 prevail. The compliance date is March 15,

2012, for all newly constructed or altered State and local government facilities permitted after this date.

b. ADA Title III, Public accommodations and commercial facilities must follow the requirements of the 2010 standards, including both the Title III regulations at 28 CFR part 36, subpart D: and the 2004 ADAAG at 36 CFR part1191, appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR part 36, subpart D prevail. The compliance date is March 15, 2012, for all newly constructed or altered facilities permitted after this date.

c. Reference:

U.S. Department of Justice
Civil Rights Division,
Disability Rights Section-NYA
950 Pennsylvania Ave, NW
Washington, DC 20530
(202) 514-4609

6. The Tennessee Water Quality Act of 1977, TCA § 69-3-101. For further information refer to the web site of the Tennessee Department of Environment and Conservation, Division of Water Resources.

7. ASHRAE Standards:

a. 62.1-2013, Ventilation for Acceptable Indoor Air Quality

b. 90.1-2010, Energy Standard for Buildings Except Low-Rise Residential Buildings. A COMCHECK compliance certificate for envelope, interior lighting, exterior lighting, and mechanical must be submitted with the designers seal affixed to it.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 60 00 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 ENVIRONMENTAL, HAZARDOUS PRODUCTS, MATERIALS, OR WASTES

A. Do not incorporate in the Work hazardous materials or products as currently defined in the Resource Conservation and Recovery Act of 1976 (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), or Environmental Protection Agency (EPA) regulations, rules, or requirements, as amended, and/or State and local regulations, rules, or requirements that are equivalent or more stringent than the Federal regulations, rules, or requirements unless the Contract Documents give no other option than to provide a material or product that contains a hazardous material, component, constituent, waste, or leachate. In studying the Contract Documents and carrying out the Work, report at once to the Designer the discovery of a product or material that contains or is suspected to contain hazardous materials, components, constituents, waste, or leachate.

B. Do not incorporate in the Work a product or material that contains concentrations of a constituent, component, or material above the threshold levels which would require adherence to hazardous waste disposal regulations as currently defined, or could cause a release or threat of release of a hazardous substance at a level that would require a remedial response or removal action as currently defined by RCRA, CERCLA, or the EPA.

C. Select materials and products meeting specified requirements that comply with EPA requirements as regards hazardous materials content. In making requests for substitutions, determine that materials and products proposed for substitution comply with RCRA, CERCLA, and EPA requirements, and supply chemical constituent information and/or Material Safety Data Sheets (MSDS) with the substitution request.

1.02 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling.

B. More detailed requirements for transportation and handling are specified under the technical sections.

1.03 STORAGE AND PROTECTION

A. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.

B. On-site storage space is limited to the site. Acquisition of any additional off-site space is the responsibility of the Contractor.

C. Allocate the available storage areas and coordinate their use by trades. Maintain a current list showing all items and where they are stored.

D. Store and protect materials delivered to the site from damage. Do not use damaged material in the work.

1.04 INSTALLATION REQUIREMENTS

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the respective manufacturers, unless otherwise specified.

1.05 IDENTIFYING MARKINGS

Nameplates and other identifying markings shall not be affixed on exposed surfaces of manufactured items installed in finished spaces.

1.06 PRODUCT APPROVAL STANDARDS

A. Definitions:

1. The term “product” shall include material, equipment, assembly methods, manufacturer, brand, trade name or other description.

2. References to approved equal, approved substitution, or similar terms mean that Designer approval is required.

B. Proof of Compliance: Where the specifications require conformance with Federal specification, ASTM designation, ANSI specification or other association standard, the Contractor shall, where requested or specified, submit supporting test data to substantiate compliance.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 74 13 – CONSTRUCTION CLEANING

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. Coordinating Contractor: Supervise and coordinate cleaning operations of all assigned Contractors.

1.2 WORKSITE CONDITIONS

A. Safety Requirements:

1. Maintain Worksite and adjacent public ways in neat, clean, and orderly manner, free of recognizable hazards.

2. Store, control and dispose of hazardous and toxic products, wastes, and containers in accordance with local requirements and Section 02 82 33 – Removal and Disposal of ACM.

4. Maintain construction area in broom-clean condition. Remove soil accumulations and mud resulting from construction activities from adjacent street surfaces and sidewalks.

2. EXECUTION

2.1 CLEANING Not used.

2.2 DISPOSAL Not used.

END OF SECTION

01 74 23 – FINAL CLEANING

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. (Each) Contractor: Provide final cleaning:

1. At completion of work, or at such other times as directed by the Owner, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

B. Coordinating Contractor:

1. Supervise and coordinate the cleaning operations of all Assigned Contractors.
2. At project completion, leave project clean, ready for occupancy.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 74 13 - Construction Cleaning.

2. EXECUTION

2.1 FINAL CLEANING

A. Employ experienced workmen for final cleaning.

B. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sight-exposed interior finished surfaces; polish surfaces so designated to specified finish.

1. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior surfaces, and of concealed spaces to ensure performance.

C. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.

D. Contractor sweep and mop clean all flooring.

E. Contractor vacuum clean all carpet.

F. (Ventilating) Contractor replace air handling (conditioning) filters if units were operated during construction.

G. Maintain finally cleaned areas until project, or designated portion thereof, is accepted by Owner.

END OF SECTION

01 77 70 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 PRE-CLOSEOUT SUBMITTALS

A. Submit required tabulations when Work reaches seventy-five percent completion; however, regardless of percent completion, submit not later than 30 days prior to the scheduled date on which Substantial Completion is required.

B. Submit tabulations of the following.

1. Equipment and systems for which the specifications require demonstrations or training, indicating relevant specification sections, scheduled time and place for demonstration and training sessions, and intended audience. Adjust schedule if instructed by Designer to do so.

2. Equipment and systems for which operating and maintenance data are required in the Operating and Maintenance Data Binders and related documents are required in the Project Data Binders.

3. Spare parts and extra materials required, indicating the relevant specification sections, and the appropriate party to whom the items are to be delivered.

1.02 REQUEST FOR CLOSEOUT INSPECTION

A. Substantial Completion: When Contractor considers Work substantially complete, Contractor shall submit the following to Designer.

1. Written assertion that Work is Substantially Complete

2. A list of items to be completed or corrected and dates scheduled for completion or correction of each item

3. Certification that orientation and training for facility maintenance personnel is complete or written assertion that such orientation and training will be certified prior to inspection

4. Written assertion that Operating & Maintenance Data Binders are complete and available or will be prior to inspection

5. When a Use and Occupancy Permit applies, a copy of the final approval(s), or written assertion that they will be complete and available prior to inspection

6. A draft of the application for payment corresponding to the Substantial Completion, with written assertion that an application for payment will be ready and submitted at the inspection

7. When there is Commissioning, written assertion that Commissioning requirements have been completed or will be prior to inspection

8. When there is a storm water permit, written statement of the status of final stabilization required under the Storm Water Pollution Prevention Plan (SWPPP) for the TDEC Construction General Permit (CGP) Notice of Termination (NOT).

B. Final Inspection: When Contractor considers Work complete, Contractor shall submit the following to Designer.

1. Certification that a qualified person authorized by Contractor has reviewed the Contract Documents and inspected the Work

2. Written assertion that the Work is complete and in accordance with Contract Documents and ready for Final Inspection

3. Written assertion that additional materials necessary to augment the Operating & Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and available or will be prior to inspection
4. Written assertion that Project Data Binders and Construction Record Documents are complete and available or will be prior to inspection
5. An application for final payment

C. Upon receipt of an appropriate request for inspection, Designer will schedule an inspection meeting with Contractor, and Owner's representatives to determine the status of completion.

1.03 RESULTS OF CLOSEOUT INSPECTIONS

A. Should the Designer determine that Work is not complete to the degree asserted by Contractor, Designer will promptly notify Contractor in writing stating the deficiencies. Contractor shall take immediate steps to remedy deficiencies and make a request for Re-Inspection.

B. Substantial Completion: Designer will prepare a Certificate of Substantial Completion accompanied by a list of items to be completed or corrected, and will submit Certificate to Contractor and to Owner for signature with an accounting of Liquidated Damages due, when Designer verifies the following.

1. Work is Substantially Complete based on an inspection conducted pursuant to an appropriate request for Closeout inspection
2. Orientation and training for facility maintenance personnel is complete
3. Operating & Maintenance Data Binders are complete and have been delivered to the Owner

C. Final Inspection: Designer will certify that the Work is Complete, and will initiate Final Adjustments, when Designer verifies the following.

1. Work is complete in accordance with Contract Documents based on an inspection conducted pursuant to an appropriate request for Closeout inspection
2. Orientation and training for facility maintenance personnel is complete
3. Additional materials necessary to augment the Operating & Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and have been delivered to the Owner
4. Project Data Binders and Construction Record Documents are complete and have been delivered to the Designer.

1.04 RE-INSPECTION FEES:

If the Work fails a Closeout inspection, and a subsequent inspection is requested and conducted based on Contractor assertion of the same stage of completion, Owner will compensate Designer for performing such re-inspection as additional services, and deduct the amount of such compensation from the Contract Sum by appropriate modification.

1.05 FINAL ADJUSTMENTS

A. When Designer has certified that the Work is complete, Designer will determine whether modification is needed to reflect appropriate adjustments to Contract Sum

which were not previously effected. If such modification is needed, Designer shall assist the Owner in its preparation and deliver it to Contractor, who in the case of a change order, shall sign and return it to Designer.

B. When Designer has certified that the Work and needed modifications to the Contract are complete, and if necessary, Designer will instruct Contractor to submit a revised final application for payment.

1.06 ONE-YEAR CORRECTIVE INSPECTION

A. An inspection will be scheduled and conducted at project site prior to one year from date Substantial Completion was achieved, but as close to the end of that year as is reasonably possible.

B. The inspection will be attended by at least one representative each of Owner, Designer, and Contractor.

C. The inspection will confirm non-conforming items previously identified for correction by the Owner, and whether corrections have been completed or are still outstanding, and is intended to be an opportunity for Contractor to become aware of any outstanding corrections needed.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 78 01 – CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 DATA BINDERS

A. Provide two complete sets on paper in three ring binders and a complete set in PDF format. Identify project and type of data on face and saddle.

B. Provide information required by Contract Documents, including:

1. Cover sheet giving complete project title and number, Contractor's name, address, phone number, superintendent's name, and related information.

2. Table of Contents identifying material in Binder, and identifying missing materials to be added later or certifying completeness of Binder.

C. Operating & Maintenance Data Binders

1. Provide Product Data. Include: manufacturer; model number; names, addresses, & telephone numbers of suppliers, installers, & servicers; related information for repair, renovation, or additions.

2. Provide Operating and Maintenance Data, including: instructions and schedules for proper operation, maintenance, servicing, and lubrication with manufacturer's parts list, illustrations, assembly drawings, maintenance diagrams, and list of recommended lubricants and cleaning agents; as-installed control diagrams and coordination drawings with color coded piping and wiring diagrams; valve tag charts with numbers, locations, and functions; panel board circuit directories; and, list of materials and parts furnished for Owner. Review brochures and manufacturer’s standard printed information for data pertaining to models other than those actually provided, and mark to clearly omit inapplicable information and identify units actually installed.

3. If Commissioning applies, provide Commissioning functional performance test certifications and data. If separate binders of this information have not been submitted already, provide a third copy in a separate binder.

4. If a SWPPP applies, provide a section into which the Designer can add the Storm Water Operation & Maintenance Plan.

D. Project Data Binders

1. On the form exhibited as Section 01 78 88, provide required information for general contractor and all subcontractors and major material suppliers~~.~~

2. Provide a copy of the Certificate of Substantial Completion.

3. Provide a copy of the State Fire Marshal’s Certificate of Occupancy, and other Use and Occupancy Permits, Certificate(s) of Inspection, or letter(s) of acceptance from governing authorities as apply.

4. Provide guarantees, warranties, bonds, certifications, maintenance agreements, service contracts, and related documents, including beginning date, duration, information about instances which might affect validity, and proper procedure in case of failure.

5. If a SWPPP applies, provide the twice-weekly inspection reports and site audit reports.

1.02 CONSTRUCTION RECORD DOCUMENTS

Keep the record copy of Contract Documents required by the Conditions in good condition and in the course of the Work, legibly mark these to record actual conditions of Work, including: location, depth, and identification of new and existing underground items, utilities, valves, tap points, equipment, service access, test points, and related features; field changes in dimensions and detail; changes by addenda or Modification; and, description and details of features for maintenance, service, replacement, or expansion of the Work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 78 25 – DATA BINDER RECEIPT

PART 1 - GENERAL

1.01 CONTRACTOR PREPARATION AND USE OF THIS FORM

A. Use this form or a reasonable facsimile to verify delivery of Data Binders. Fill in the identifying information following this paragraph, then use the prepared form as a receipt, for signature by the person to whom Data Binders are delivered. Provide a copy of the receipt with the Application for Payment.

1. For the Application for Payment commensurate with Substantial Completion, provide a copy indicating delivery of Operating and Maintenance Data Binders.

2. For the Application for Payment commensurate with Final Completion, provide a copy indicating delivery of Project Data Binders.

B. Identifying Information:

1. For the Work:

Project Name: _____

Institution: _____

Location: _____

SBC No.: _____

2. For the Data Binder(s), mark only one of the boxes below:

	Only **Operating & Maintenance Data Binder** (due at substantial completion inspection)
	Only **Project Data Binder** (due at final inspection)
	Both Data Binders

1.02 RECIPIENT SIGNATURE

A. By signature below, recipient acknowledges receipt of the Data Binder identified above, but does not certify the completeness or correctness of the Data Binder.

Recipient Signature:	
Recipient's name and title or affiliation with Owner or Designer	

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 78 88 – REPORT OF SUBCONTRACTORS AND SUPPLIERS

PART 1 - GENERAL

1.01 REQUIREMENTS

Submit required reports of subcontractors and suppliers on forms similar to the example herein or on forms with equivalent content and detail.

1.02 EXAMPLE REPORT

REPORT OF SUBCONTRACTORS AND SUPPLIERS			
Project:	SBC No.	Report Date:	General Contractor Diversity-Owned? If "Yes", provide classification and certifying agency.
General Contractor Name, Address, Phone, and Principal Contact:			___Yes ___ No

Work of Subcontractor or Major Material Supplied and Dollar Value	Firm Name and Address	Principal Contact and Phone Number	Diversity-Owned Business? If "Yes", provide classification and certifying agency.
			___Yes ___ No
			___Yes ___ No
			___Yes ___ No
			___Yes ___ No
			___Yes ___ No
			___Yes ___ No
			___Yes ___ No
			___Yes ___ No
			___Yes ___ No
			___Yes ___ No

Continue report as required on additional pages. Page ___ of ___.

END OF SECTION

01 79 21 – DEMONSTRATION AND TRAINING

PART 1 – GENERAL

1.01 DEMONSTRATION AND TRAINING

A. Coordinate a schedule of demonstration and training with Designer and Owner's personnel for all installed equipment and systems.

B. Conduct demonstration and instruction as soon as practicable upon installations, and prior to Substantial Completion inspection. Substantial Completion shall not be certified, nor shall Owner be required to assume responsibility for operating, maintaining, or insuring system, prior to complete demonstration and instruction.

C. If conditions (such as season of year) do not allow for a complete demonstration or training of equipment and systems operation during one meeting session prior to Substantial Completion; then coordinate a schedule that shall provide a sufficient number of sessions within the warranty period.

D. Demonstrate operation of installed equipment and systems to Designer and to Owner's representative. All dependent systems must be demonstrated as being operationally coordinated, e.g. energy management controls coordinated with mechanical equipment.

E. Demonstrations shall be complete and detailed; referencing manufacturer's printed O&M instructions and evidencing all required design specifications.

F. All training shall be specific to the actual installed equipment and systems, and be performed by persons approved by equipment manufacturer(s) and/or approved by the Designer to conduct such training.

G. Instruct Owner's personnel with overall equipment and systems assembly and function; using assembly drawings and diagrams which are specific to the actual installed equipment and systems.

H. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems; using the manufacturer's printed operating and maintenance data that is specific to the installed equipment and systems as the basis of instruction.

I. Verify that Owner's personnel have received all spare materials and parts required to be furnished, and provide instruction in replacement procedures.

J. Make lists of persons witnessing equipment and systems demonstration, and persons receiving operating instruction, using a format similar to the form included in section 01 79 25 with project, subject, trainer, session information, and attendees identified. Include copy of lists in the Operating and Maintenance Data Binders.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

01 79 25 – DEMONSTRATION AND TRAINING VERIFICATION

PART 1 - GENERAL

1.01 INSTRUCTIONS

A. Use a copy of this page as a planning form for demonstrations and training. Fill in the basic identifying information below:

SBC Project Number: _____

Required date of Substantial

Institution/Location: _____

Project Name: _____

Owner's Facility Coordinator: _____ Phone: _____

Owner's Maintenance Contact: _____ Phone: _____

Contractor Contact: _____ Phone: _____

B. If a list of required demonstrations and training has been specified in Division 1, use that list as a starting point, review the project manual for other specifications that require training of the Owner's operators, and complete the list below. Check the box on left if Demonstration and Training is required on the standard listed subjects; add subjects as identified by review of the specifications and check the box to the left of each; and, schedule and indicate a target date for each. If the number of training subjects exceeds the available space provided here, replace or continue the list on a similarly formatted separate page. Submit the list with the initial Progress Schedule, and update as necessary during the Work to ensure that advance notice of the demonstration and training schedule is acceptable to the Designer.

	Spec Reference	Subject	Target Date	Actual Date
		Accessibility		
		Boiler		
		Chiller		
		Controls		
		Data Transmission		
		Electrical		
		Elevator / Conveying		
		Fire Alarm		
		Irrigation		
		Mechanical		
		Plumbing		
		Telecommunications		

1.02 TRAINING VERIFICATION REPORT

For each session conducted, use this page as a training verification report. Fill in the information below prior to the session. "End Time" may be filled in after.

SBC Project Number: _____

Institution/Location: _____

Project Name: _____

Subject Equipment / System:	
Spec Reference	

Demonstration and Training (by whom, where, when)	Trainer Name:	Company:		Phone:
	Place:	Date:	Start Time:	End Time:

A. Minimum Agenda Requirements:

☐ System Walk-through ☐ Operation ☐ Trouble-shooting ☐ Maintenance ☐ Safety

B. Attendance: Each person receiving the demonstration and training shall sign in below, or on a similarly formatted continuation page:

Initials	Legibly print your name	Unit and title or function

END OF SECTION

One-Time Completion Form
TN High Performance Building Requirements

**If a project has 5 (five) or fewer credits applicable to the project scope, this form may be used, signed, and filed (for future audit) by the Owner at the end of the Programming Phase.
No further Credit Verification forms will need to be submitted.

Owner's Organization:	Tennessee Board of Regents
Owner Name:	Columbia State Community College
Date:	12-Feb-24
SBC Number:	166/015-03-2021A
Project Name:	Pryor and Webster Buildings HVAC Updates - Fire Alarm Replacement Pryor and Webster Buildings
Project Scope/Description:	Complete Fire Alarm systems replacement at Pryor and Webster buildings.
Number of Applicable Credits: (If there are no applicable credits, use Statement B)	0

Statement A:	After a complete and thorough review of the Tennessee High Performance Building Requirements Manual and Checklist, and in accordance with the Tennessee Code Annotated (TCA), the Owner has determined that there are between 5 (five) and 1 (one) Credits applicable to the scope of the examined project. The Project Team hereby commits to incorporating these selected Credits throughout the design and construction process and delivering a final product that is in full compliance with their requirements.

		Credit Reference Number and Name
List Applicable Credits:	1	
	2	
	3	
	4	
	5	

Statement B:	After a complete and thorough review of the Tennessee High Performance Building Requirements Manual and Checklist, and in accordance with the Tennessee Code Annotated (TCA), The Owner has determined that there are 0 (zero) credits applicable to the scope of the examined project.

Commit to Statement A or B: **(Indicate which option is applicable)**	B		
Owner's Signature: **(Required for A and B)**		**Date:**	2/13/2024

01 91 13 – COMMISSIONING

PART 1 - GENERAL

1.01 REQUIREMENTS

Complete the processes of commissioning selected equipment and systems as specified. These should be listed in a companion section following this section. The absence of such a section does not negate the commissioning responsibilities. In the absence of such a section, review the specifications for commissioning requirements and provide a summary list as a submittal to the Designer for approval prior to performing the required commissioning.

1.02 SUBMITTALS

A. Functional Performance Testing: Prepare and submit to the Designer Functional Performance Testing Procedures for approval of equipment and systems. Contractor will use forms provided in this section of the specifications. Testing procedures will be detailed step-by-step and specific to each system. The approved procedures will be used to conduct the Functional Performance Testing. Functional Performance Testing will be completed prior to Substantial Completion.

B. Commissioning Data: Upon completion of the Functional Performance Testing, the Contractor will submit to the Designer the commissioning section of the Operation and Maintenance Binder. The binder will be divided into sections. The binder will contain copies of the manufacturer's installation and start-up procedures utilized by the installer and/or contractor, completed Functional Performance Testing Procedures and associated forms from Sections 23 08 xx and 26 08 xx, signed Functional Performance Test Certificates, and equipment and maintenance records for equipment and systems operated prior to Owner acceptance.

1.03 ROLES:

A. Designer, using its Consultants will:

1. Review and approve the contractors Functional Performance Testing Procedures.
2. Report on field observations and report deficiencies to the contractor.
3. Observe the Contractor's Functional Performance Testing.
4. Report on Functional Performance Testing deficiencies, ensure sign off on completion of testing, and perform recheck of deficiencies.
5. Review final Commissioning Data.

B. Contractor:

1. Prepare and provide Functional Performance Testing Procedures for Designer approval.
2. Provide installation and start-up of all equipment and systems as prescribed by the manufacturer's procedures.
3. Perform and maintain a maintenance and service log for equipment and systems that are being operated prior to Owner acceptance.
4. Provide manpower, supplies, testing instruments, etc. required to perform Functional Performance Testing.

5. Perform, in the presence of the Designer/Consultants and Owner, Functional Performance Testing.
6. Prepare three sets of Commissioning Data for Designer review and approval.

1.04 SYSTEMS TO BE COMMISSIONED:

A. The following mechanical systems and associated equipment are to be commissioned as specified. These include but are not limited to:
   1. Mechanical (HVAC) air and water
   2. Associated controls and building automation
   3. Domestic hot water

B. The following Electrical systems and associated equipment are to be commissioned as specified. These include but are not limited to:
   1. Electrical panel boards.
   2. Power circuits.
   3. Lighting levels.
   4. Generator and/or back-up power sources.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.01 COMMISSIONING CONSTRUCTION PHASE:

Complete the following commissioning activities during the construction phase of the project. Submit for review and provide notification of activities.

A. Manufacturer's system/equipment start-up procedures.

B. Specified manufacturer's and/or independent testing agency reports.

C. Project schedule that included dates for start-up of equipment and systems, and Functional Performance Testing.

D. Minimum seven day notification of code required testing and specified cleaning of systems.

E. Minimum seven day notification of system and equipment start-up.

F. Control submittal on systems and equipment including drawings, sequences and programming.

G. Prepare detailed Functional Performance Testing Procedures for systems and equipment. Utilize the forms provided in this section of the specifications. Procedures will be detailed, step-by-step, and include description of expected results for verification. Modify test procedures as required by the Designers' comments. Coordinate and schedule tests so that all parties involved will be present for final testing and acceptance.

H. Correct all deficiencies prior to final acceptance.

I. Prepare a list of all system and equipment warranties specified in the contract documents. Provide the warranty item and the contract document section number. Provide the Designer with an update list throughout the project.

J. Prepare a list of all deliverables specified in the contract documents. Provide the deliverable item and the contract document section number. Provide the Designer with an updated list throughout the project.

K. Prepare a list of all Training and Demonstrations specified in the contract documents. Provide the type of Training and/or Demonstration and the contract document section number. Provide the Designer with an updated list throughout the project.

L. Prepare a list of all tests, reports, services, etc. whether required by codes, independent authorities, or manufacturers as specified in the contract documents. Provide the type of test, report, services, etc. and the contract document section number. In the case that the test is required by state or local codes, update the list as soon as the information is available. Provide the Designer with an updated list throughout the project.

M. Systems and/or equipment will not be used for temporary purposes of any kind until authorized by the Designer in writing to ensure that required maintenance and warranties remain in force. The Contractor will be responsible for maintenance of all systems and equipment until final acceptance and will maintain on site a binder containing schedules of maintenance activities, items checked, repairs or replacements made and documents to verify that the work was performed. The documentation contained in this binder will become part of the commissioning binder.

3.02 COMMISSIONING ACCEPTANCE PHASE:

Complete the following commissioning activities during the acceptance phase of the project. The activities described in this section must be completed prior to Substantial Completion.

A. Perform Functional Performance Tests of mechanical and electrical systems and equipment as specified utilizing the testing procedure prepared by the Contractor and approved by the Designer to verify proper calibration, operation and performance. The Contractor is responsible for providing all manpower, equipment and/or testing instruments required to perform tests. Functional Performance Testing will be performed in the presence of the Designer/Consultant and the Owner. Tests that fail to perform as required will be retested upon correction. If retesting has to be rescheduled, the Contractor will be responsible for any additional charges.

B. All deliverables prescribed in the contract documents will be delivered to the Owner at the location designated by the Owner.

C. Perform all training and demonstrations prescribed in the contract documents.

D. Provide three final commissioning binders to the Designer for review and approval. Ensure that all forms are completely filled out and all testing results documented. If missing or incomplete information and/or data is identified by the Designer, reassemble replacement manuals with complete information prior to project final payment.

END OF SECTION

01 91 23 - PERFORMANCE TESTING IDENTIFICATION FORM

Project:	Pryor and Webster Buildings HVAC Updates	Page		of	
SBC Number:	166/015-03-2021A	Date:			
Campus/Institution	Columbia State Community College	Tests Run By:			
Installer:					

System/Unit Identifier:	
Location	

	List Each Piece of Equipment Associated with This System and/or Unit by Tag Number	
	Piece of Equipment	Tag Number
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

01 91 26 - PERFORMANCE TESTING PROCEDURES FORM

Project:	Pryor and Webster Buildings HVAC Updates	Page		of	
SBC Number:	166/015-03-2021A	Date:			
Campus/Institution	Columbia State Community College	Tests Run By:			
Installer:					
System/Unit Identifier:					
Location					

Step by Step Detailed Procedure	Expected Result	Observations

01 91 29 – FUNCTIONAL PERFORMANCE TEST CERTIFICATION

Project Name: Pryor and Webster Buildings HVAC Updates

SBC Number: 166/015-03-2021A

Identification of Equipment or System: <<Identification information>>

Location of Equipment or System: <<Location information>>

Manufacturer /Supplier: <<Manufacturer / supplier information>>

This Date: <<Date>>

Functional Performance Test Procedure Number: <<Number>>

Components Included: <<Components information>>

The above systems and components integral to this equipment are complete and have undergone functional performance tests. All functional performance test procedures are complete and have been checked off only by parties having direct knowledge of the event, as indicted below, respective to each responsible contractor. This functional performance test is submitted for approval and is subject to the attached list of outstanding items not completed successfully. Contractor shall submit a deficiency form upon completion of any outstanding or deficient items. None of the outstanding items preclude safe and reliable functional tests being performed.

Check One: ☐ Deficiency listing attached; or, ☐ No deficiencies found.

All Designer and Contractor punch list items for this system and related equipment have been addressed and corrected prior to functional performance testing.

The functional performance test procedures were reviewed and approved by the installer and applicable subcontractors prior to testing.

CONTRACTOR'S CERTIFICATION OF PERFORMANCE:

I hereby certify that the above described equipment or system, has been energized, operated, adjusted, and balanced in accordance with requirements of the Contract Documents and the manufacturer's recommendations for a sufficient period to confirm that operation complies in all respects with the contract requirements.

	Signature	Printed Name	Date
Installer:	_____	_____	_____
General Contractor:	_____	_____	_____
Designer / Consultant:	_____	_____	_____

END OF SECTION

SECTION 02 41 19

SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Demolishing designated building equipment and fixtures.
2. Demolishing designated construction.
3. Cutting and alterations for completion of the Work.
4. Removing designated items for reuse and Owner's retention.
5. Protecting items designated to remain.
6. Removing demolished materials.

1.2 SUBMITTALS

A. Section 01 32 00 – Construction Progress Documentation: Requirements for submittals.

B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.

C. Shop Drawings:
1. Indicate demolition and removal sequence.
2. Indicate location of items designated for reuse and Owner's retention.
3. Indicate location and construction of temporary work.

1.3 CLOSEOUT SUBMITTALS

A. Sections: 01 77 70 – Closeout Procedures, and 01 78 01 - Closeout Submittals.

B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.

C. Operation and Maintenance Data: Submit description of system, inspection data, and parts lists.

1.4 QUALITY ASSURANCE

A. Conform to applicable code for demolition work, dust control, and products requiring electrical disconnection and re-connection.

B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.

C. Obtain required permits from authorities having jurisdiction.

1.5 SEQUENCING

A. Section 01 10 00 - Summary: Requirements for sequencing.

B. All required abatement activities for each area of work are to be performed prior to beginning general demolition in that area.

C. Owner will conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

1.6 SCHEDULING

A. Section 01 30 00 - Administrative Requirements: Requirements for scheduling.

B. Schedule Work to coordinate with Phasing related to new construction as indicated on Drawings.

C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation in adjoining spaces.

D. Coordinate utility and building service interruptions with Owner.
   1. Do not disable or disrupt building fire or life safety systems without three days prior written notice to Owner.
   2. Schedule tie-ins to existing systems to minimize disruption.
   3. Coordinate Work to ensure fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

1.7 PROJECT CONDITIONS

A. Conduct demolition to minimize interference with adjacent and occupied building areas.

B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

A. Notify affected utility companies before starting work and comply with their requirements.

B. Mark location and termination of utilities.

C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.

D. Erect and maintain weatherproof closures for exterior openings.

E. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.

F. Prevent movement of structure; provide temporary bracing and shoring required to ensure safety of existing structure.

G. Provide appropriate temporary signage including signage for exit or building egress.

H. Do not close or obstruct building egress path.

I. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

3.2 SALVAGE REQUIREMENTS

A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.

B. Tag components and equipment Owner designates for salvage.

C. Protect designated salvage items from demolition operations until items can be removed.

D. Carefully remove building components and equipment indicated to be salvaged.

E. Disassemble as required to permit removal from building.

F. Package small and loose parts to avoid loss.

G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.

H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.

I. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

A. Conduct demolition to minimize interference with adjacent and occupied building areas.

B. Maintain protected egress from and access to adjacent existing buildings at all times.

C. Do not close or obstruct roadways or sidewalks without permits.

D. Cease operations immediately when structure appears to be in danger and notify Architect/Engineer.

E. Disconnect and remove designated utilities within demolition areas.

F. Cap and identify abandoned utilities at termination points when utility is not completely

removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.

G. Demolish in orderly and careful manner. Protect existing improvements, and supporting structural members.

H. Carefully remove building components indicated to be reused.
   1. Disassemble components as required to permit removal.
   2. Package small and loose parts to avoid loss.
   3. Mark components and packaged parts to permit reinstallation.
   4. Store components, protected from construction operations, until reinstalled.

I. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.

J. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.

K. Remove temporary Work.

L. Schedule phasing of Stage 1 and Stage 2 demolition with Construction Manager. See Drawings for more information.

END OF SECTION

JAMES DUNCAN
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 101182
STATE OF TENNESSEE

11/2/22

SECTION 02 82 33
REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

PART 1: GENERAL

1.01 WORK INCLUDED

A. Furnishing of and paying for all labor, services, appliances, materials, equipment, insurance, permits, patents and decontamination facilities necessary to carry out the removal and disposal of the asbestos-containing materials (ACMs) that will be impacted by the "Webster and Pryor HVAC Upgrade" project at Columbia State Community College in Columbia, Tennessee. The ACMs and estimated quantities are indicated below. Also indicated below is whether the material is to be considered friable or non-friable for disposal purposes (see subparagraph 1.04). Information regarding the location of the ACMs are indicated on the attached drawings, initially developed by Hurst–Rosche, Inc. and edit by Terracon. The specific drawings indicating the locations of each ACM are listed below. Photos of the ACMs are also included at the end of this section:

<u>Webster Building</u>

1. Category I Non-Friable Material:

a. Vinyl Floor Tile and Associated Mastic - 200 square feet (SF) – restroom areas (D-1.31)

b. Mastic on fiberglass pipe insulation – 100 linear feet (LF) - abate as needed to complete the work of this project (All Drawings).

c. Mastic on duct (tan & white) – 650 LF – various locations throughout building (M-1.1D, M-1.2D and M-1.3D1

2. Friable Materials

a. Concrete block wall filler – 1000 SF of wall – 1st floor hallways, restrooms, and rooms (D-1.31).

b. Hard-packed pipe Insulation and associated pipe joint compound, and hard-packed pipe joint insulation of fiberglass insulated runs – 500 LF - abate as needed to complete the work of this project (All Drawings).

c. Water tank insulation – 500 SF – Basement Mechanical Room (P-1.1D)

Pryor Building

a. Asbestos-containing materials will not be impacted during the renovation process at the Pryor Building.

B. The photos and drawings (D-1.31, A-1.31, A-4.31, A-4.32, M-1.1D, M-1.2D, M-1.3D, M-1.1, M-1.2, P-1.1D, P-1.2D, P-1.1, P-1.2, E-1.2, E-1.3, E-1.4, and E-4.31) at the end of this section is to be used to aid the asbestos abatement contractor in bidding the project. The asbestos abatement contractor shall be responsible for verifying ACM locations and quantities by performing a thorough site inspection prior to bid submittal. The Owner and its representatives will not be held responsible for additional work caused by the asbestos abatement contractor not performing a thorough site inspection.

1.02 COORDINATION

A. The Contractor shall ensure that the asbestos removal work, described within this section, is completed prior to the performance of any other work of this contract that will disturb or potentially disturb asbestos-containing or contaminated materials.

1.03 DEFINITIONS

ACM	Asbestos-Containing Material.
Adequately Wet	A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-019 that means to sufficiently mix or penetrate with liquid to prevent the release of particulate. If visible emissions are observed coming from ACM, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.
Amended Water	Water Treated with a Wetting Agent.
Building	Webster & Pryor Buildings Columbia State Community College Columbia, Tennessee

Category I Non-Friable ACM	A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-018 that means asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in CFR 40 Part 763, Appendix A, Subpart F, Section 1, Polarized Light Microscopy.
Category II Non-Friable ACM	A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-018 that means any non-friable materials other than Category I non-friable materials.
Contractor	Asbestos Abatement Contractor (Working as a Subcontractor to the General Contractor).
Controlled Areas	Areas that are restricted to persons directly associated with the work of this section. These areas are identified by signs and/or opaque polyethylene barriers (if applicable).
Critical Barrier	A double layer sheet of polyethylene (6-mil minimum) used to separate the controlled area from other portions of the building and outside of the building.
Asbestos Abatement Designer	Terracon Consultants, Inc. 5217 Linbar Drive, Suite 309 Nashville, Tennessee 37211 (615) 333-6444
EL	Excursion Limit. The OSHA, 30 min. allowable exposure of 1.0 fiber/cc of air.
Friable ACMs	A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-018 that means any material containing more than 1 percent asbestos, that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
HEPA	High Efficiency Particulate Air (99.97 percent minimum efficiency).
Micron	One millionth of a meter (39.37 inches).
NIOSH	National Institute for Occupational Safety and Health.

OSHA	Occupational Safety and Health Administration.
PEL	Permissible Exposure Limit. The OSHA, 8-hour time weighted average (TWA) allowable exposure. For asbestos exposure, 0.1 fibers per cubic centimeter (f/cc) of air.
Standard For Air Clearance	0.01 fibers per cubic centimeter of air (f/cc) for asbestos under An aggressive environment (interior samples) and under a non-aggressive environment (exterior samples). The interior samples will be collected using stationary pumps. The exterior samples will be collected using personnel air pumps placed on asbestos removal workers.
Time-Weighted Average (TWA)	The TWA is an 8-hour time weighted average of airborne concentration of fibers (longer than 5 micrometers) per cubic centimeter of air which represents the employee's 8-hour workday as determined by Appendix A of CFR 29 Part 1926, Section 1926.1101.
USEPA	United States Environmental Protection Agency.

1.04 DISPOSAL SITES

A. The friable ACMs and associated debris must be disposed at an asbestos approved sanitary landfill. The non-friable materials must be disposed at either an asbestos approved sanitary landfill or at a landfill that has been properly notified that non-friable ACMs and associated debris are being disposed. The Contractor selected for the work must make appropriate arrangements for disposal based on the notification requirements listed in subparagraph 1.07. The Contractor must also submit to the Owner documentation stating the location of the disposed ACM in the landfill (degrees and minutes or sketch).

1.05 QUALITY ASSURANCE

A. All asbestos removal and related work shall be accomplished by a Contractor (or subcontractor) specializing in, and having a record of, not less than two (2) years successful experience in asbestos removal and related work. The Contractor's superintendent shall have not less than one year of full-time experience in responsible charge of asbestos removal operations within the 24-month period proceeding the start of this project. The training of the superintendent shall be in

compliance with current EPA regulations. The Contractor, supervisors, and workers shall be accredited in Tennessee, as is required under Tennessee Rule 1200-1-20, Asbestos Accreditation Requirements.

1.06 REGULATORY REQUIREMENTS

A. All work shall be in strict compliance with the current issues of federal, state and local regulations, codes and standards as listed below:

1. U.S. Environmental Protection Agency (EPA) Standards for Asbestos (Code of Federal Regulations Title 40, Part 61, Sub-Part M);

2. U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAPS);

3. U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Asbestos Standards (Code of Federal Regulations Title 29, Part 1926, Section 1926.1101);

4. Title 29, Code of Federal Regulations, Section 1910.1001. Occupational Safety and Health Administration (OSHA), U.S. Department of Labor;

5. Title 29, Code of Federal Regulations, Section 1910.134. Occupational Safety and Health Administration Respiratory Protection Standards;

6. Section 6, Toxic Substance Control Act (TSCA);

7. Title 29, Code of Federal Regulations, Part 1926, Occupational Safety and Health Administration Construction Standards;

8. Hazard Communication Standard - Title 29, Code of Federal Regulations, Part 1910, Section 1200;

9. Specifications for Accident Prevention, Signs and Tags - Title 29, the Code of Federal Regulations, Part 1910, Section 145;

10. U.S. Department of Transportation (DOT), included, but not limited to: Hazardous Substance - Title 49, Codes of Federal Regulations, Part 171 and 172;

11. All attachments, memorandums and information sheets submitted by Federal, State and Local agencies;

12. All State, County, and City codes and ordinances as applicable. Provide one copy of EPA, OSHA, State, and City Regulations governing the work available for review at the site.

1.07 SUBMITTALS

A. Pre-Job Submittals

1. Submit notice of impending commencement of demolition, electronically or in writing to the following agency:

   State of Tennessee Department of Environment and Conservation
   Division of Air Pollution Control
   Nashville Environmental Field Office
   711 R.S. Gass Boulevard
   Nashville, Tennessee 37216
   Asbestos.NESHAP.Program@tn.gov

   Comply with the applicable notice procedures set forth in EPA 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule dated November 20, 1990. Include one copy of the notifications in the submittal package along with a Certified Mail Receipt (or equivalent) indicating the delivery of Notification to aforementioned agencies. If the time from signing of the Contract to the scheduled start of work is less than the applicable notice period, seek a waiver of the notice period. Without written approval from all of said agencies, do not shorten the applicable notice period.

2. All required permits, site location, and arrangements for transport and disposal of asbestos-containing or contaminated materials. Submit certification that the landfill site to be used meets all Environmental Protection Agency regulatory standards.

3. Written description, sketch or combination thereof, of the plans for construction of a worker decontamination enclosure system and for isolation of the Controlled Areas in compliance with the Contract Documents.

4. Information regarding the Contractor's Workforce for this project:

   a. Superintendent:
      1) Supervisor(s) name;
      2) Proof of experience in like projects to meet criteria of subparagraph 1.05;
      3) EPA & State of Tennessee Certifications to perform work under this section;
      4) Medical documentation certifying that the individual is able to wear respiratory protection as indicated in subparagraph 1.12; and
      5) Respirator fit test (within previous year) for each type of respiratory protection intended for this project.
   b. Workers:
      1) Workers' Name;
      2) EPA & State of Tennessee Certifications to perform work under this section;
      3) Medical documentation certifying that the individual is able to wear respiratory protection as indicated in subparagraph 1.12; and
      4) Respirator fit test (within previous year) for each type of respiratory protection intended for this project.

   Note: After the project has begun, if previously unregistered employees perform work at the site, submit the above information for those employees prior to entry at the project.

5. Product data and Material Safety Data sheets for any materials to be used.

6. Name, address and telephone number of the air monitoring firm contracted to perform the Contractor's personal and area air monitoring as referenced in subparagraph 3.05.

B. Post-Job Submittals

1. Asbestos waste log showing date, type of container removed from Controlled Area, signature of recorder and time of day.

2. A copy of the asbestos removal Sign In/Out Log showing the following: date, name, social security number, entering and leaving time, company or agency represented and reason for entry for all persons entering the Controlled Areas.

3. A copy of ACM removal area and employee air monitoring results relative to subparagraph 3.05 of this section and to Occupational Health and Safety Administration respiratory protection level compliance.

1.08 DELIVERY AND STORAGE

A. Deliver materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

B. Store material subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

C. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated with asbestos in accordance with applicable regulatory standards.

1.09 GENERAL PROTECTION OF PERSONS

A. Prior to commencement of work all workers shall be instructed and shall be knowledgeable in appropriate procedures of personnel protection during asbestos removal.

B. Contractor shall be solely responsible for enforcing worker protection requirements.

C. Contractor shall provide workers with personally issued and marked respiratory equipment approved by NIOSH and meeting specifications of OSHA. This respiratory equipment shall be suitable for the asbestos exposure level in the controlled area according to OSHA Standard 29 CFR 1926.1101 as identified by the Designer and/or as more stringently specified otherwise in these specifications. Provide disposable HEPA filters as required, with sufficient filters for replacement.

D. Contractor shall provide workers, Designer and authorized visitors with sets of protective disposable clothing, head covers, gloves, eye protection and foot covers of sizes to properly fit individual workers and visitors whenever they are required to enter the controlled area. Provide a minimum of four sets per day for visitors and sufficient sets as required for workers and Designer.

E. Reporting Unusual Events: When an event of unusual and significant nature occurs at the site, prepare and submit a special report listing chain of events, persons participating, response and similar pertinent information. When such events are known or predictable in advance, advise Designer in advance, at earliest possible date.

F. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained.

G. Post telephone numbers and locations of emergency services including, but not limited to, fire, ambulance and police at the entrance to the decontamination unit.

1.10 SIGN IN/OUT LOG

A. Contractor shall maintain a sign in/out log in the immediate vicinity of the change room of any decontamination area. Log shall be maintained from the time the first activity is performed involving the disturbance of ACMs until acceptance of the final air test results. All persons entering the controlled area, including the Contractor's workers, Designers, Owner and Government Officials shall be required to sign in and out each time upon entering and leaving the controlled area. All persons shall indicate name, time, company or agency represented and reason for entering the containment area.

B. Except for Governmental Inspectors having jurisdiction, no visitors shall be allowed in any controlled area, except as authorized by the Owner or his representative.

1.11 SAFETY AND PROTECTION, OSHA COMPLIANCE

A. The Contractor warrants that he is familiar with the codes and requirements applicable to asbestos removal and/or disturbance work and shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the specifications or plans are at variance therewith, he shall give written notice to the Designer describing such variance. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without written notice to the Designer, he shall bear all costs arising therefrom. The Contractor's particular attention is directed to the "Safety and Health Regulations for Construction" and subsequent amendments promulgated by the Department of Labor identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR), Part 1926 and the necessity of complying with

the regulations in the progress of his work. Failure or omission on the part of the Owner, Designer or any of their representatives either to discover or to bring to the attention of the Contractor shall not be used as defense for failure on his part to fulfill such requirements.

1.12 SPECIFIC PROTECTION OF WORKERS

A. Respirators shall be selected and used in accordance with manufacturers recommendations, and shall be approved by National Institute for Occupational Safety and Health (NIOSH) for use in environments containing airborne asbestos fibers. Personnel who handle ACM, enter asbestos regulated controlled area that require the wearing of a respirator, or who are otherwise carrying out abatement activities that require the wearing of a respirator, shall be provided with approved respirators that are fully protective of the worker at the measured or anticipated airborne asbestos concentration level to be encountered. Respiratory protection shall comply with the CFR 29 Part 1926, and CFR 29 Part 1910.

B. In **All** Removal Areas

1. Workers shall always wear a respirator properly fitted on the face while in the removal areas. Workers wearing tight-fitting face pieces shall be clean-shaven to the extent that the hair does not interfere with the sealing surface of the respirator. This must be documented by a standard respirator fit test.

2. The Contractor shall instruct and train workers in proper respirator use.

3. Workers shall wear disposable, full-body cover-alls and disposable head covers and footwear suitable for asbestos work in the removal areas.

4. Workers shall not eat, drink, smoke, chew gum, tobacco, or apply cosmetics in the removal areas.

5. The Contractor shall provide a fit tested respirator and disposable cover-alls, head cover, and footwear to any official representative of the Owner or Designer who inspects the project.

6. All persons entering the removal areas shall wear an approved respirator and disposable cover-alls, head cover and footwear.

7. The Contractor shall instruct and train workers in the nature of asbestos and the hazards related to asbestos exposure during removal and/or disturbance work.

8. The Contractor shall set up a decontamination unit consisting of a change room, shower and equipment room, enclosed and separated by triple-flap polyethylene air locks, connected to the controlled areas. All workers, without exception, shall:

   a. Remove and properly store street clothes in the change room and put on new disposable cover-alls, head covers, footwear and cleaned respirators before entering the controlled area.

   b. Upon leaving the controlled area, remove the disposable cover-alls, head covers and footwear in the equipment room and dispose of them in an appropriate waste container. Still wearing their respirators, workers shall proceed to the shower and remove their respirators while showering with soap and tempered water. Wetted HEPA respirator cartridges shall be disposed in appropriate containers.

   c. This procedure shall be followed each time a worker enters or leaves the controlled area.

PART 2: PRODUCTS

2.01 MATERIAL

A. 4-mil and 6-mil fire-retardant polyethylene sheets in sizes to minimize the frequency of joints.

B. Tape: Glass fiber or other type capable of sealing joints of adjacent plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions.

C. Surfactant (Wetting Agent) and Sealants: Shall consist of materials which are non-toxic and non-irritating to skin and eyes, and non-carcinogenic.

D. Impermeable Containers: Air and water-tight, suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site,

and labeled in accordance with OSHA Regulation 29 CFR 1910.1001 and 29 CFR 1926.1101, as well as EPA regulation 40 CFR Part 61, 29 CFR 1910.145, and 49 CFR 172, 173, 178 and 179. Three types of impermeable containers shall be used:

1. Six mil plastic bags sized to fit within the drum;
2. Metal or fiber drums with tightly fitting lids; and
3. 6-mil polyethylene sheets.

E. Warning Labels and Signs: In conformance with OSHA regulation 29 CFR 1926.1101 (asbestos), DOT regulation Title 49, Part 171 and 172 of the Codes of Federal Regulations, and EPA regulation Title 40, Part 61, Sub-Part M.

F. High Efficiency Purifying Air (HEPA) Vacuums: For cleaning residual dust at the area of removal.

G. Scaffolding: Provide all scaffolding, ladders and/or staging, etc., as necessary to accomplish the work of this contract. Scaffolding may be suspension type; or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

H. Other Materials: Provide all other materials, such as lumber, nails, and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the controlled area. Mastic removal solvents shall be low odor and compatible with adhesives for new flooring systems, if applicable.

PART 3: EXECUTION

3.01 CONTROLLED AREA CATEGORIES

A. The following categories of Controlled Areas may exist during the execution of this contract. The categories and the asbestos-containing materials that may be removed under each category are as follows.

1. Limited Containment:

a. Hard-packed pipe Insulation and associated pipe joint compound, and hard-packed pipe joint insulation of fiberglass insulated runs
b. Mastic on fiberglass pipe insulation
c. Mastic on duct

2. **Partial Containment:**
   a. Vinyl Floor Tile & Mastic

3. **Full Containment:**
   a. Concrete wall with ACM filler
   b. Water tank insulation

3.02 CONTROLLED AREA PREPARATION (MINIMUM REQUIREMENTS)

A. In the **All Interior** Controlled Areas, the Contractor shall:

1. Ensure that all ventilating systems or any other system bringing air into or out of the controlled areas is disabled. Disable systems by disconnecting wires, removing circuit breakers, lockable switches or other positive means that will prevent accidental restarting of the equipment.

2. Lockout power to circuits running through the controlled areas by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation, "DANGER circuits being worked on." Lock panel and have all keys under control of Contractor's superintendent. If circuits cannot be shut down for any reason, label at intervals 4-feet 0-inches on center with tags reading, "DANGER live electric circuit. Electrocution Hazard." Label circuits that are in hidden locations but which may be affected by the work in a similar manner.

3. Isolate the controlled areas to prevent entry by unauthorized personnel into the area by placing opaque polyethylene barriers at each entrance to the area and by providing warning signs at each locked door leading into the controlled area. The signs shall be 1'-2" X 1'-8" in dimension, and shall read as follows:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

The graphic symbol for "No Admittance," which depicts a circled open hand, shall be attached near the "Danger" command on this sign.

4. Construct any and all necessary, temporary walls to completely isolate the area of asbestos disturbance.

5. Seal all openings (doors, windows, etc.) with a 6-mil (minimum) polyethylene containment barrier to prevent leakage of air into the outside environment or other portions of the building.

6. The Contractor shall establish emergency exits and procedures for the controlled areas, satisfactory to fire officials.

7. Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4-inch exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.

8. Provide sufficient HEPA air filtration units to maintain airflow of at least four complete air changes per hour in the removal area.

9. Ensure that barriers and plastic enclosures remain effectively sealed and taped. Inadvertent tears in plastic shall be repaired with fiber tape and the tear covered by plastic applied with spray adhesive, overlapping the tear by six inches on all sides.

10. The Contractor shall set up a decontamination facility connected to the controlled area as indicated in subparagraph 1.12.B.8. Water from the shower shall be filtered with an acceptable asbestos filtering system prior to discharge to the sewer.

B. In the **Limited Containment** Controlled Areas, the Contractor shall (Minimum Requirements):

1. **Glove bag removal of pipe insulation and pipe joint compound**: The Contractor shall place a minimum of one (1) layer of 6-mil polyethylene sheeting (drop cloth) beneath the material to be abated. The sheeting shall extend a minimum of ten (10) feet in all directions, where possible.

2. **Duct and pipe insulation mastic:** Place a minimum of one (1) layer of 6-mil polyethylene sheeting (drop cloth) beneath material to be removed (duct) or abated (mastic). The sheeting shall extend a minimum of five (5) feet in all directions, where possible.

C. In the **Partial Containment** Controlled Areas, the Contractor shall (Minimum Requirements):

1. **Vinyl floor tile and mastic** (where ACM removal under full containment is not performed):

   a. Cover the walls in the Controlled Area, including "Critical Barrier" sheet plastic barriers, with a minimum of one (1) layer of polyethylene sheeting, at least 6-mil in thickness, mechanically supported and sealed with duct tape. The wall polyethylene shall extend from floor level, up the wall a minimum of four (4) feet. Tape all joints and seams with duct or fiber tape.

D. In the **Full Containment** Controlled Areas, the Contractor shall (Minimum Requirements):

1. Cover all walls in the controlled areas, including "Critical Barrier" sheet plastic barriers, with a minimum of one (1) layer of polyethylene sheeting, at least 6-mil in thickness, mechanically supported and sealed with duct tape. Tape all joints including the joints joining with the floor covering with duct or fiber tape.

2. Cover the floor of the controlled areas with a minimum of two (2) individual layers of clear polyethylene sheeting, each at least 6-mil in thickness, turned up walls at least 12 inches. Form a sharp right-angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six (6) feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.

Note: In locations where ACM removal under full containment is conducted and vinyl floor tile and associated mastic are to be abated, the Contractor shall abate the material requiring full containment first, clean up the debris, and request a visual clearance from the Designer. If the location is visually cleared, the Contractor may remove the floor polyethylene barrier and begin vinyl floor tile and mastic abatement activities.

3.03 ACM REMOVAL

A. In **Limited Containment** Controlled Areas, the Contractor shall (Minimum Requirements):

1. Glove bag Removal of Pipe Insulation and Pipe Joint Compound:

a. Open the appropriate side of the "glove bag" and insert the necessary removal tools into the attached pouch and seal the bag, over the section pipe insulation to be removed, with fiber tape and staples. The number of staples required will depend on the weight of the debris it must support.

b. Cut open the side port to allow entry of water wand and HEPA vacuum hose and seal airtight. Finish sealing entire bag to pipe thoroughly with tape.

c. Remove the insulation and compound from the pipe contained within the bag without disturbing the bag-to-pipe seal. Care must be taken to minimize the dust generation by keeping the insulation wet with amended water.

d. Wipe the now exposed piping with a scouring pad equivalent, to remove any residual asbestos fibers.

e. All removal tools should be held in the gloves which can then be pulled outward from the bag. A piece of tape should be used to constrict the "sleeve" to create a bag for the tools made from the glove.

f. The glove can then be cut off of the bag by cutting through the center of the tape which will leave both the glove and the sleeve sealed to prevent asbestos fiber escape. This tool pouch is ready for insertion into the next glove bag or into a bucket of water if at day’s end.

g. Evacuate the bag of nearly all air with the suction from the HEPA vacuum while avoiding intake of water into the vacuum hose.

h. Gather the bag into a tight bundle beneath the attachment point to the pipe and hold this together with fiber tape.

i. Carefully disconnect the bag from the pipe.

j. Place "glove bags" into approved asbestos disposal containers.

k. HEPA vacuum the controlled area to secure any residual asbestos.

2. Mastic on Fiberglass Insulated Pipe Run Removal:

a. Mist the mastic with a sealant. The mist should cover the immediate removal areas and should not be excessive.

b. Remove the mastic by cutting into the fiberglass pipe insulation a minimum or two (2) inches outside of the perimeter of the mastic.

c. Upon removal, immediately place the mastic and pipe insulation debris into a 6-mil bag with asbestos "Danger" labels on the outside surface and seal the bag opening with tape.

3. Mastic on Duct Removal:

a. Mist the mastic with a sealant. The mist should cover the immediate removal areas and should not be excessive.

b. Because the duct will be removed, the contractor has 2 abatement options:

1) Remove the mastic from the metal substrate with hand tools and a low odor mastic remover. Upon removal, immediately place the mastic into a 6-mil bag with asbestos "Danger" labels on the outside surface and seal the bag opening with tape.

2) Remove the duct with the ACM mastic in sections. Upon removal, wrap the duct in 2 independent layers of 6-mil polyethylene secured with duct tape. Place asbestos "Danger" labels on the outside of the wrapped materials.

B. In **Partial Containment** Controlled Areas, the Contractor shall (Minimum Requirements):

1. Vinyl Floor Tile and Mastic Removal:

a. Utilize water delivered in a fine mist from a hose or garden sprayer during removal of the materials. The mist should cover the immediate removal areas and should not be excessive to a point where standing or ponding water is present.

b. Remove asbestos-containing vinyl floor tile down to the floor substrate in a manner which will minimize breakage. Materials should not be sanded or sawed unless the tools are equipped with HEPA exhaust filtration.

c. Upon removal, immediately place the ACMs into a 6-mil bag with asbestos "Danger" labels on the outside surface, and seal the bag opening with tape.

d. Remove mastic adhesive by mechanical devices or use of a non-toxic mastic remover.

e. After removal of the ACMs surface shall be wet-cleaned to remove residual accumulated material. After wet-cleaning, surface shall appear free to visible material.

C. In **Full Containment** Controlled Areas, the Contractor shall (Minimum Requirements):

1. Concrete Block Wall with ACM Filler Removal:

a. Because the wall is to be demolished, the contractor has 2 abatement options:

1) Spray the wall surface with a sealant encapsulant. Demolish the wall with the filler in place. After demolition, place the wall debris into a 6-mil bag with asbestos "Danger" labels on the outside surface, and seal the bag opening with tape. Wet-clean the remaining surfaces of the room to remove any residual dust and debris.

2) Spray the wall surface with an amended water, continually wetting through the abetment process. Carefully remove the filler from the block using hand tools (knives, scrappers, chisels, grinders, etc.). Provide HEPA vacuum in the immediate area of the removal for immediate clean-up of any residual debris. Upon removal, immediately place the abated materials into a 6-mil bag with asbestos "Danger" labels on the outside surface and seal the bag opening with duct tape. After removal of the filler material, the surface shall be wet-cleaned to remove residual accumulated material. After wet-cleaning, surface shall appear free of visible filler material.

Note: The abatement contractor shall work with the General Contractor to install fixtures and other miscellaneous items to concrete block walls with asbestos-containing filler material. The abatement contractor will either install the items for the General Contractor or prepare the surfaces for safe installation by the General Contractor.

2. Tank Insulation Removal:

a. Thoroughly wet asbestos-containing tank insulation prior to removal to reduce fiber dispersal into the air. Accomplish wetting by using a fine spray (mist) of amended water or removal encapsulant. Mist

the area sufficiently to wet the material without causing excessive dripping or breaking. Allow time for water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions.

b. Mist the entire controlled area during removal procedures with amended water to reduce airborne fiber levels.

c. Remove wetted asbestos-containing insulation in small sections. As it is removed, simultaneously pack material into disposal bags and seal with duct tape. Evacuate air from disposal bags with HEPA filtered vacuum cleaner before sealing.

3.04 CLEAN-UP FOR CONTROLLED AREAS

A. The asbestos-containing materials shall be sealed in plastic bags or shall be wrapped in a minimum of two (2) polyethylene sheets (6-mil minimum). Initial bagging of waste shall be supplemented by a secondary containment, either by use of a second bag (6-mil minimum) or by use of a fiber or metal drum. If it appears likely that the waste material will tear the plastic, the bag must be placed into a drum for disposal. Bags and drums shall be marked with the OSHA label prescribed by the OSHA Regulations referenced in this section. The outside of all containers shall be cleaned before leaving the controlled area.

B. After ACM removal procedures have been completed, the Contractor shall notify the Designer. The Designer shall visually observe the areas. Upon completion of the observation, and subsequent approval, the Contractor shall encapsulate the abated surfaces and contact their testing firm (subparagraph 3.05.A) to perform final clearance air sampling. Upon successful completion of the final clearance air sampling, the Contractor shall remove the decontamination enclosure systems. The remaining barriers between contaminated and clean areas and all seals on openings into the Controlled Area shall be removed and disposed as contaminated waste.

C. All plastic sheeting tape, cleaning material, clothing, and all other disposable material used in the asbestos removal operation or items used in the controlled area shall be packed into sealable plastic bags (6-mil minimum). These bags must be marked with the OSHA label prescribed by the OSHA Regulations.

3.05 FIELD QUALITY CONTROL

A. The Contractor will employ a testing firm to perform during- and post abatement air sampling as well as the necessary tests required by regulations or codes and standards for the protection of his workers, or other purpose. **The testing firm must be onsite during all asbestos removal procedures.** The testing firm must be approved by the Designer prior to any work.

B. Test results shall be reported in terms of f/cc for asbestos and collected in accordance with EPA, OSHA, and NIOSH-recommended sampling volumes for appropriate detection limits. All results must be posted at the job site no later than 24 hours from sample collection.

C. Testing Laboratory shall perform all air testing according to the method prescribed by Section 1910.1001 and 1926.1101 of OSHA CFR Title 29 and analyzed in accordance with procedures outlined in NIOSH 7400 Method (PCM).

D. At no time during interior ACM removal and/or disturbance shall air sampling results exceed 0.1 f/cc. Continual results near 0.1 f/cc may be cause for the Contractor (or subcontractor) to be dismissed from the project.

E. Air Sampling Schedule (minimum requirements)

<u>During Work Activities, Per Shift</u>
2 per Containment
2 Outside Controlled Area

<u>Final Interior Clearance (PCM)</u>
2 per Controlled Area

Blanks - 10% of total, with a minimum of two

NOTE: All locations of air tests are subject to review and change by the Designer.

END OF SECTION

PHOTO PAGE

Photo #1 The boiler insulation is asbestos-containing (HA 32).

Photo #2 The hard-packed pipe insulated runs are asbestos-containing (HA 26).

Photo #3 The hard-packed pipe insulation off hard-packed insulated pipe run is asbestos-containing (HA 27).

Photo #4 The white pipe insulation off fiberglass pipe insulation is asbestos-containing (HA 25).

Photo #5 The tan duct mastic located on the metal HVAC duct is asbestos-containing (HA 38).

Photo #6 The white duct mastic on the metal HVAC duct run is asbestos-containing (HA 39).

Photo #7 View of the asbestos-containing hard-packed pipe runs and joints in the HVAC ceiling units in the gym (HA 26/27).

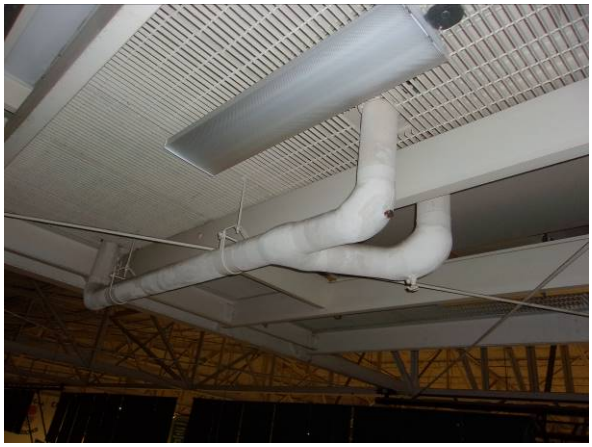


Photo #8 View of the asbestos-containing hard-packed pipe runs / joints attached to the HVAC ceiling units in the gym (HA

Photo #9 The ceramic tile underlayment is assumed to be asbestos-containment (HA 31).

Photo #10 View of Room 238.

ABATEMENT DRAWINGS

1 D-1.31 FIRST FLOOR DEMOLITION PLAN
SCALE: 1/8"=1'

KEYED NOTES: (X)

1. NOT USED
2. REMOVE EXISTING FLOORING
3. REMOVE EXISTING FIXTURES
4. REMOVE DOOR AND FRAME
5. REMOVE WALL
6. REMOVE WINDOW

LEGEND:

- Concrete block wall with ACM surface filler to be removed.
- ACM vinyl floor tile and associated mastic to be removed.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white) are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases). Should these materials be potentially impacted by the impending renovation, the materials should be removed prior to impact.

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www.hurst-rosche.com

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SBC NO. 166/015-03-2021
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1665 HAMPSHIRE PIKE
COLUMBIA TN 38401

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	DATE	DESCRIPTION

DATE: 10-24-2022/ CD
PROJECT NO: 510-3441

DESIGN:	DRAWN:	CHECK:
KGT	GBS	M.R.

WEBSTER
FIRST FLOOR
DEMOLITION PLAN

D-1.31

ISSUED FOR BIDS: 10-24-2022

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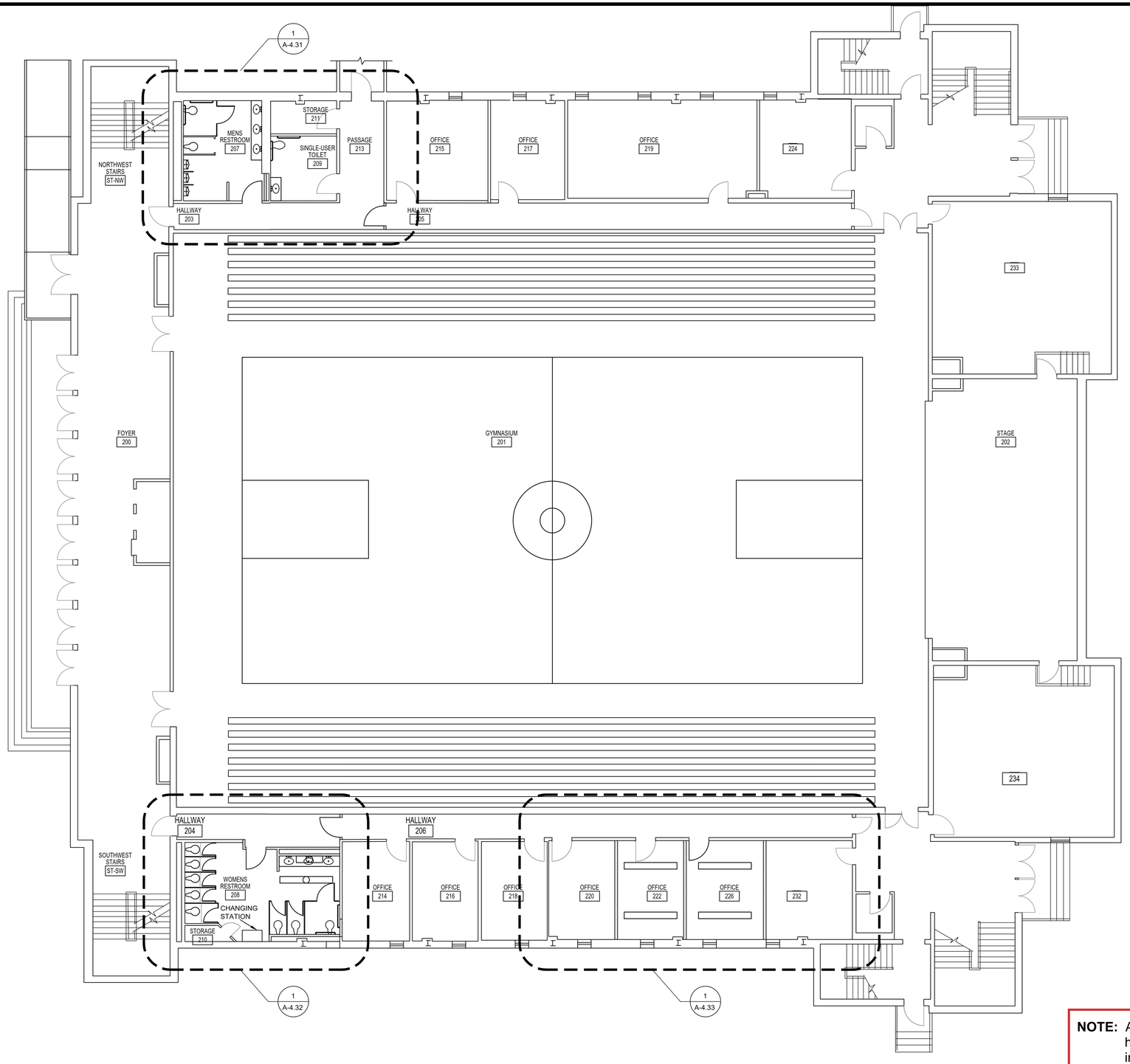

1 A-1.31 FIRST FLOOR PLAN
SCALE: 1/8"=1'

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, duct mastic (tan & white), and concrete block wall surface filler are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases). Should these materials be potentially impacted by the impending renovation, the materials should be removed prior to impact.

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	DATE	DESCRIPTION

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WEBSTER
FIRST FLOOR
PLAN

A-1.31

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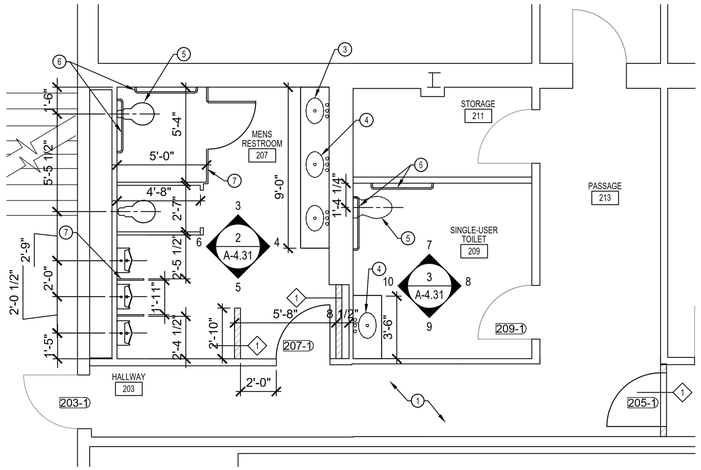
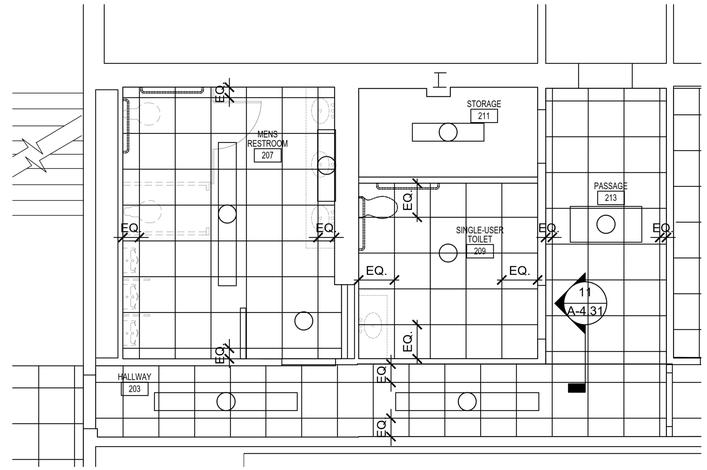


1 A-4.31 WEBSTER - FIRST FLOOR MEN'S RESTROOM
SCALE: 1/4" = 1'-0"



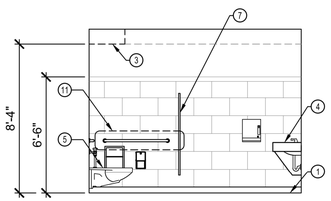
2 A-4.31 WEBSTER - FIRST FLOOR MEN'S RESTROOM - REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES

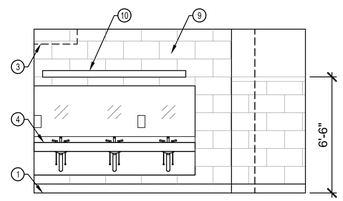
1. SEE A-6.31 FOR DOOR INFORMATION
2. SEE A-6.31 FOR FINISH INFORMATION

KEYED NOTES: (X)

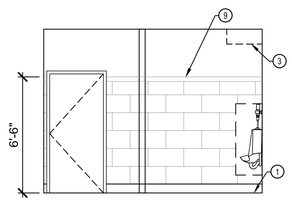
1. NEW FLOORING
2. INFILL OPENING
3. EXISTING SOFFIT – V.I.F. BEFORE INSTALLING NEW CEILING
4. NEW ACCESSIBLE COUNTERTOP LAVATORIES
5. NEW TOILET FIXTURE, TYP.
6. GRAB BARS AT ACCESSIBLE TOILET
7. NEW TOILET PARTITIONS AND URINAL SCREEN, TYP.
8. CHANGING STATION
9. CERAMIC WALL TILE
10. OVER-COUNTER LIGHT FIXTURE
11. IN-WALL BLOCKING



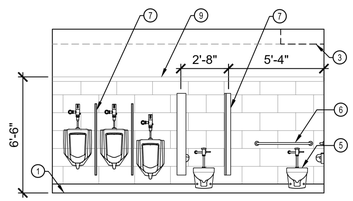
3 A-4.31 NORTH
SCALE: 1/4" = 1'-0"



4 A-4.31 EAST
SCALE: 1/4" = 1'-0"

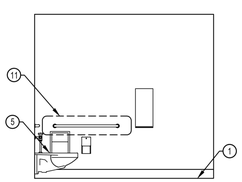


5 A-4.31 SOUTH
SCALE: 1/4" = 1'-0"

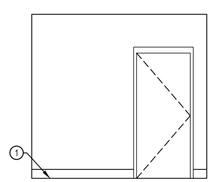


6 A-4.31 WEST
SCALE: 1/4" = 1'-0"

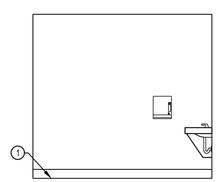
MEN'S RESTROOM ELEVATIONS



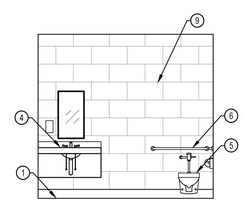
7 A-4.31 NORTH
SCALE: 1/4" = 1'-0"



8 A-4.31 EAST
SCALE: 1/4" = 1'-0"

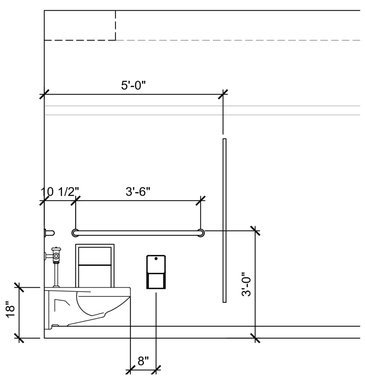


9 A-4.31 SOUTH
SCALE: 1/4" = 1'-0"

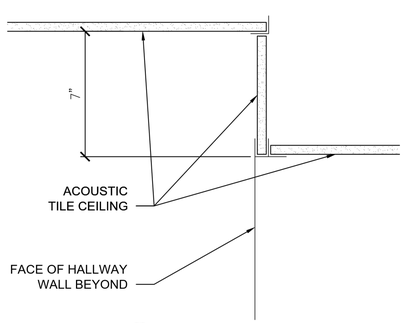


10 A-4.31 WEST
SCALE: 1/4" = 1'-0"

SINGLE-USER RESTROOM ELEVATIONS

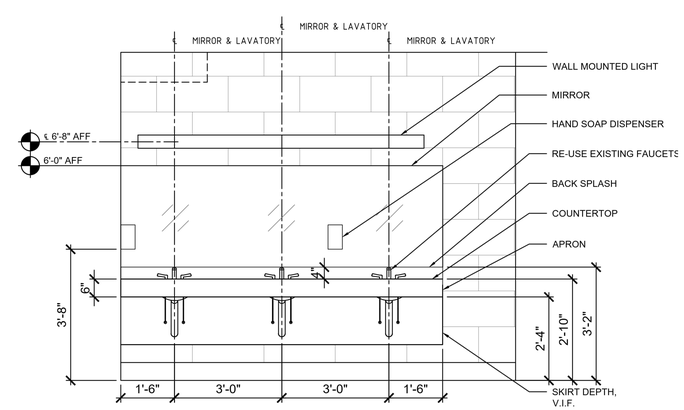


13 A-4.31 ADA STALL AREA DIMENSIONS
SCALE: 1/2" = 1'-0"



11 A-4.31 SOFFIT DETAIL
SCALE: 3" = 1'-0"

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, duct mastic (tan & white), and concrete block wall surface filler are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the attachment of grab bars, toilet partitions, light fixtures, changing stations, etc., the materials should be removed prior to impact.



12 A-4.31 COUNTERTOP/LAVATORY AREA DIMENSIONS
SCALE: 1/2" = 1'-0"

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SBC NO. 166/015-03-2021
COLUMBIA STATE COMMUNITY COLLEGE
1665 HAMPSHIRE PIKE
COLUMBIA TN 38401

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	DATE	DESCRIPTION

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KGT	AAP	MR

WEBSTER ENLARGED FIRST FLOOR PLANS, ELEVATIONS

A-4.31

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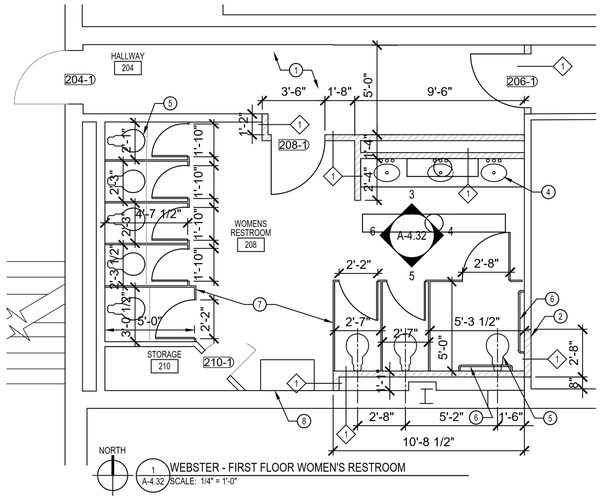


1 A-4.32 WEBSTER - FIRST FLOOR WOMEN'S RESTROOM
SCALE: 1/4" = 1'-0"

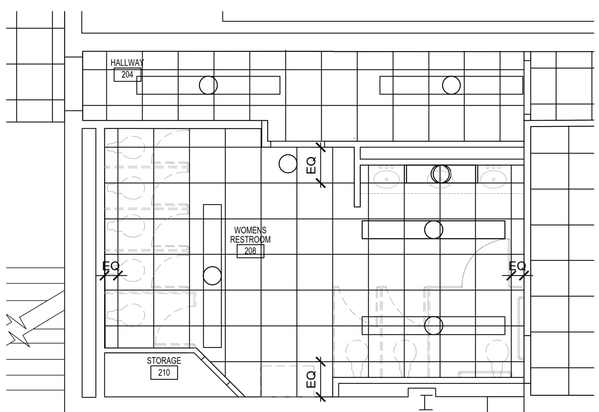
NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, duct mastic (tan & white), and concrete block wall surface filler are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the attachment of grab bars, toilet partitions, light fixtures, changing stations, etc., the materials should be removed prior to impact.

GENERAL NOTES

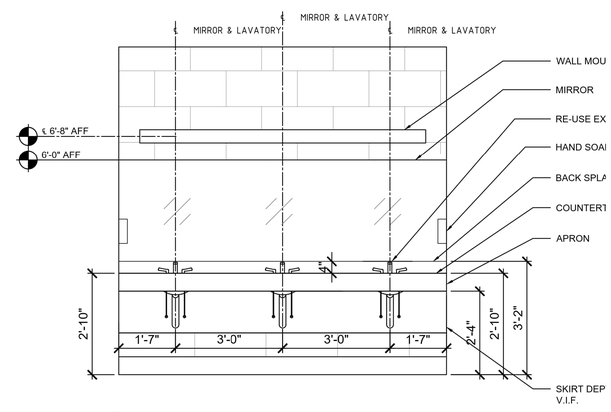
1. SEE A-6.31 FOR DOOR INFORMATION
2. SEE A-6.31 FOR FINISH INFORMATION

KEYED NOTES: (X)

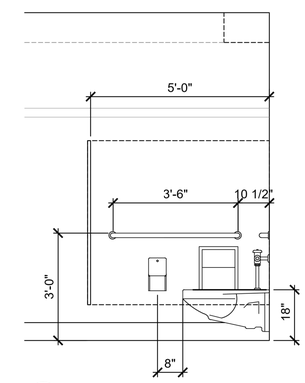
1. NEW FLOORING
2. INFILL OPENING
3. EXISTING SOFFIT – V.I.F. BEFORE INSTALLING NEW CEILING
4. NEW ACCESSIBLE COUNTERTOP LAVATORIES
5. NEW TOILET FIXTURE, TYP.
6. GRAB BARS AT ACCESSIBLE TOILET
7. NEW TOILET PARTITIONS, TYP.
8. CHANGING STATION
9. CERAMIC WALL TILE
10. OVER-COUNTER LIGHT FIXTURE



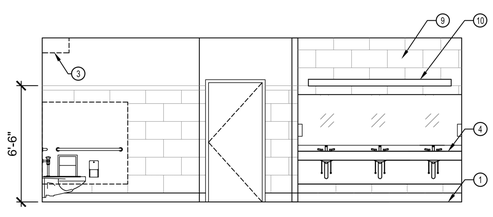
2 A-4.32 WEBSTER - FIRST FLOOR WOMEN'S RESTROOM - REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



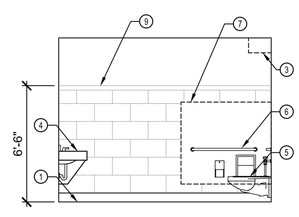
7 A-4.32 COUNTERTOP/LAVATORY AREA DIMENSIONS
SCALE: 1/2" = 1'-0"



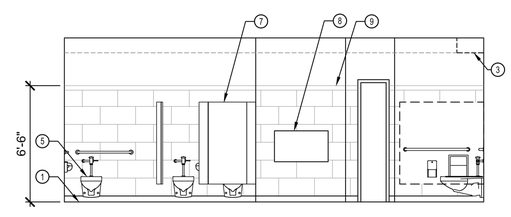
8 A-4.32 ADA STALL AREA DIMENSIONS
SCALE: 1/2" = 1'-0"



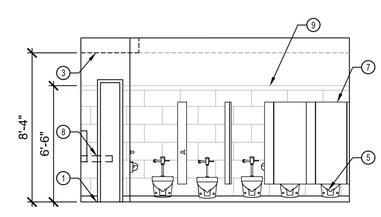
3 A-4.31 NORTH
SCALE: 1/4" = 1'-0"



4 A-4.31 EAST
SCALE: 1/4" = 1'-0"



5 A-4.31 SOUTH
SCALE: 1/4" = 1'-0"



6 A-4.31 WEST
SCALE: 1/4" = 1'-0"

WOMEN'S RESTROOM ELEVATIONS

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WEBSTER ENLARGED FIRST FLOOR PLANS, ELEVATIONS

A-4.32

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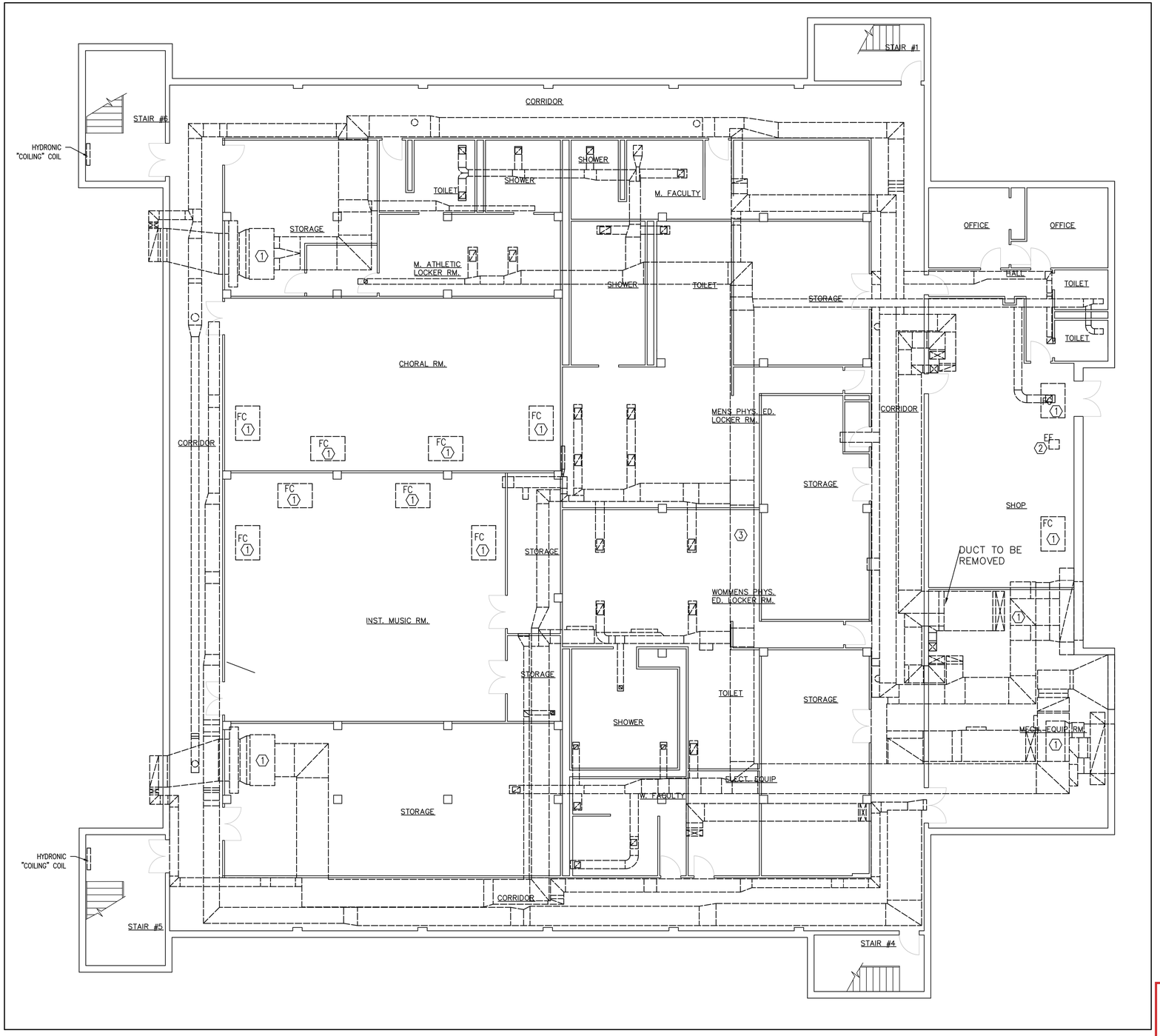

1 BASEMENT MECHANICAL DEMO PLAN
M-1.1D SCALE: 1/8"=1'

KEYED NOTES: (X)

1. DEMO EXISTING FAN COIL. SAFELY DISCONNECT AND CAP CHILLED WATER AND HOT WATER PIPING. SAFELY CAP EXISTING ELECTRICAL WIRING BACK TO NEAREST JUNCTION BOX. DEMO CHILLED WATER AND HOT WATER PIPING BACK TO NEAREST MAIN.
2. DEMO EXISTING EXHAUST FAN. SAFELY DISCONNECT AND CAP EXISTING ELECTRICAL WIRING.
3. DEMO EXISTING DUCT WORK THROUGHOUT BUILDING

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white) are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases). Removal of these materials will be necessary prior to the disturbance of the mechanical equipment, both ACM and non-ACM, during the execution of the work on this sheet.

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WEBSTER
BASEMENT
MECHANICAL
DEMOLITION PLAN

M-1.1D

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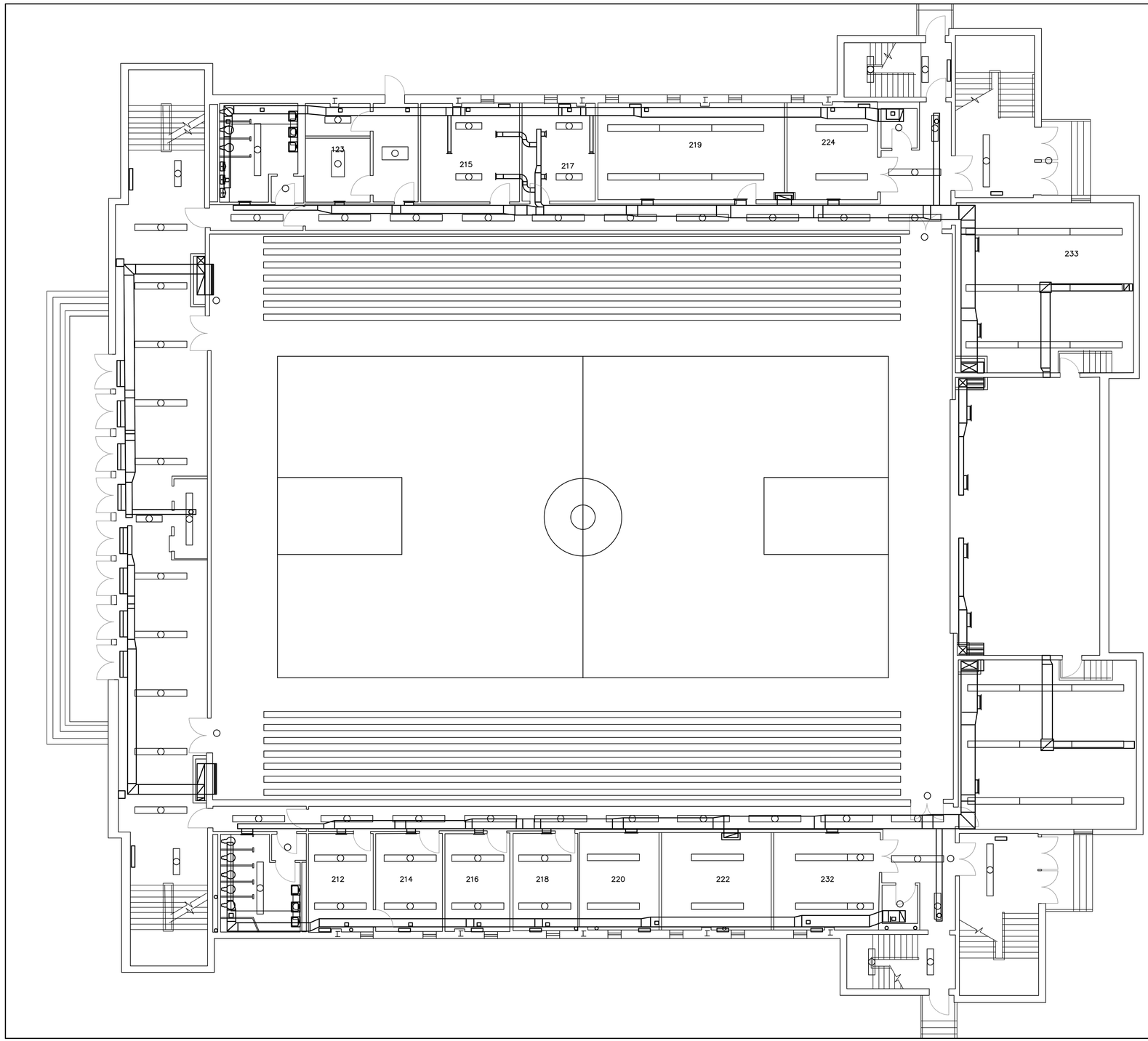

1 M-1.2D FIRST FLOOR MECHANICAL DEMO PLAN
SCALE: 1/8"=1'

DEMO. NOTES: (X)
1. DEMO EXISTING UNIT HEATERS. CUT CAP AND SEAL EXISTING HOT WATER PIPING.
2. DEMO EXISTING DUCTWORK.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white) are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases). Removal of these materials will be necessary prior to the disturbance of the mechanical equipment, both ACM and non-ACM, during the execution of the work on this sheet.

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WEBSTER FIRST FLOOR MECHANICAL DEMOLITION PLAN

M-1.2D

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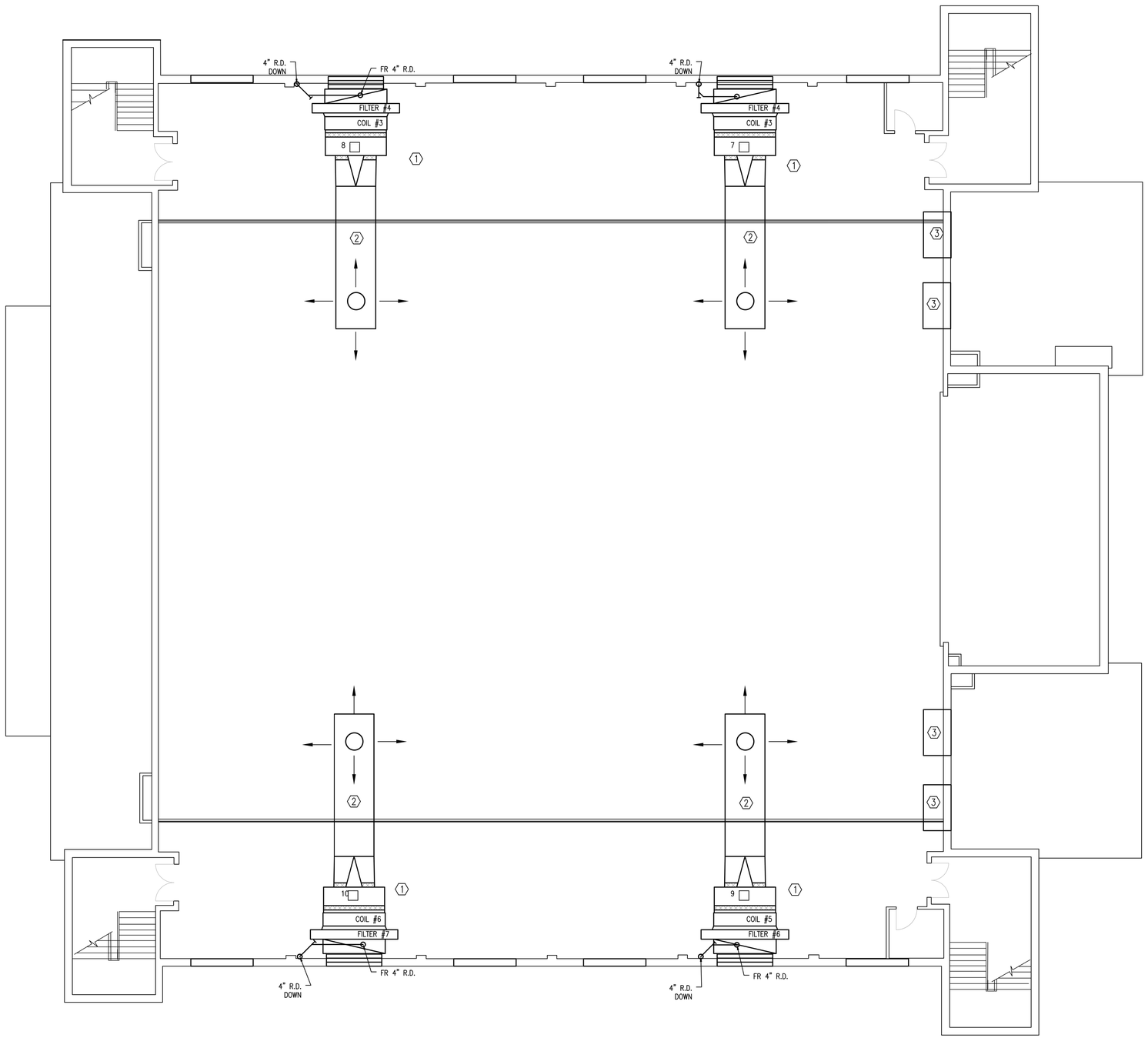

1 M-1.3D SECOND FLOOR MECHANICAL DEMO PLAN
SCALE: 1/8"=1'

KEYED NOTES: (X)

1. DEMO EXISTING FAN COIL. SAFELY DISCONNECT AND CAP HOT WATER PIPING. SAFELY CAP EXISTING ELECTRICAL WIRING BACK TO NEAREST JUNCTION BOX.
2. DEMO EXISTING DUCT
3. DEMO EXISTING EXHAUST FANS. SAFELY CAP EXISTING ELECTRICAL WIRING BACK TO NEAREST JUNCTION BOX.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white) are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases). Removal of these materials will be necessary prior to the disturbance of the mechanical equipment, both ACM and non-ACM, during the execution of the work on this sheet.

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WEBSTER SECOND FLOOR MECHANICAL DEMOLITION PLAN

M-1.3D

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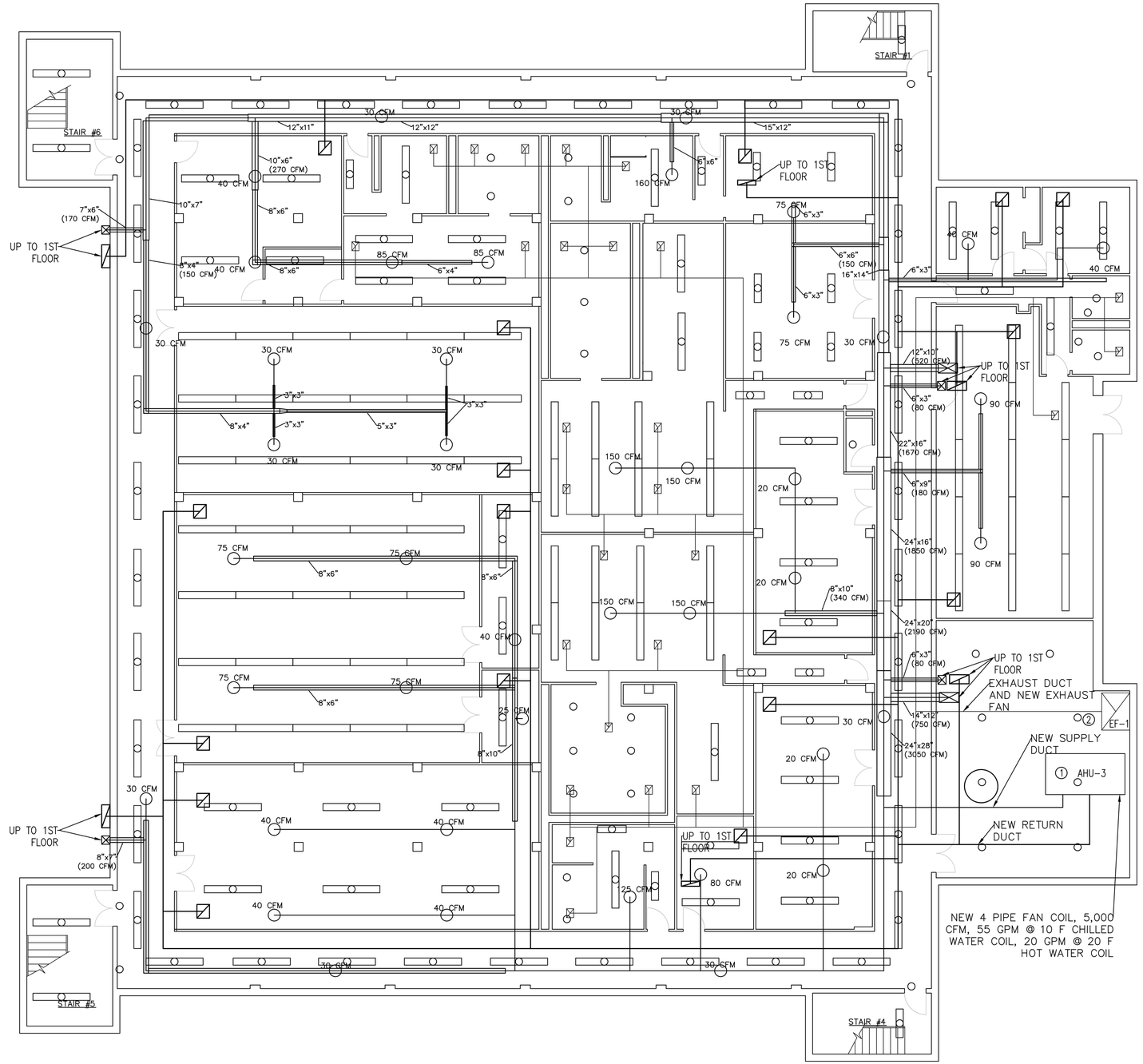

1 M-1.1 BASEMENT MECHANICAL PLAN
SCALE: 1/8"=1'

KEYED NOTES: X

1. PROVIDE AND INSTALL NEW AIR HANDLING UNIT PER SCHEDULE M-6.1. CONNECT TO NEW DUCT, CHILLED WATER PIPING, HOT WATER PIPING, AND ELECTRICAL WIRING.
2. PROVIDE AND INSTALL NEW EXHAUST FAN PER SCHEDULE M-6.1. CONNECT TO NEW DUCT AND ELECTRICAL WIRING.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new mechanical systems, the materials should be removed prior to impact.

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WEBSTER
BASEMENT
MECHANICAL PLAN

M-1.1

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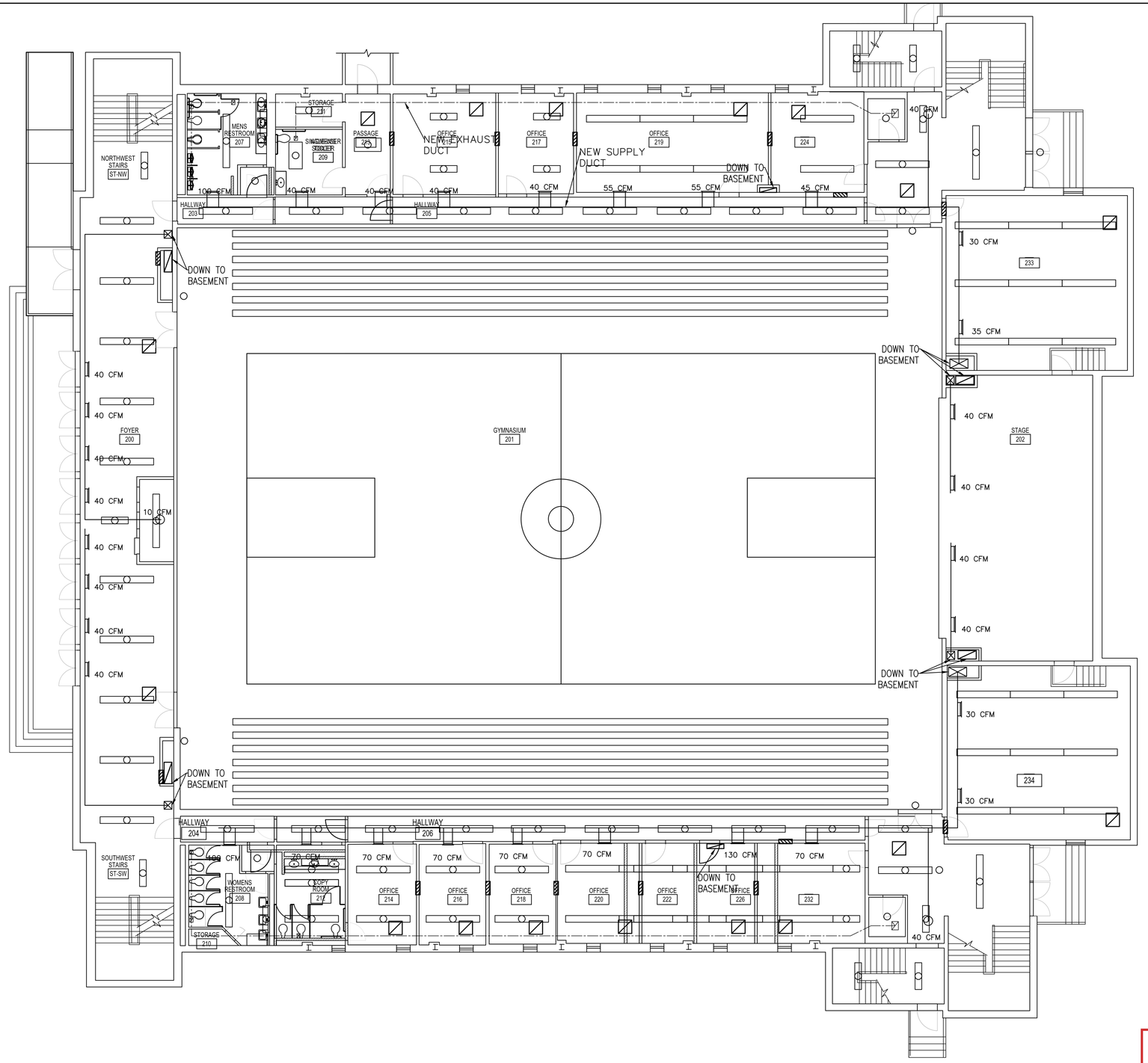

1 M-1.2 FIRST FLOOR MECHANICAL PLAN
SCALE: 1/8"=1'

KEYED NOTES: (X)
1.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new mechanical systems, the materials should be removed prior to impact.

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WEBSTER FIRST FLOOR MECHANICAL PLAN

M-1.2

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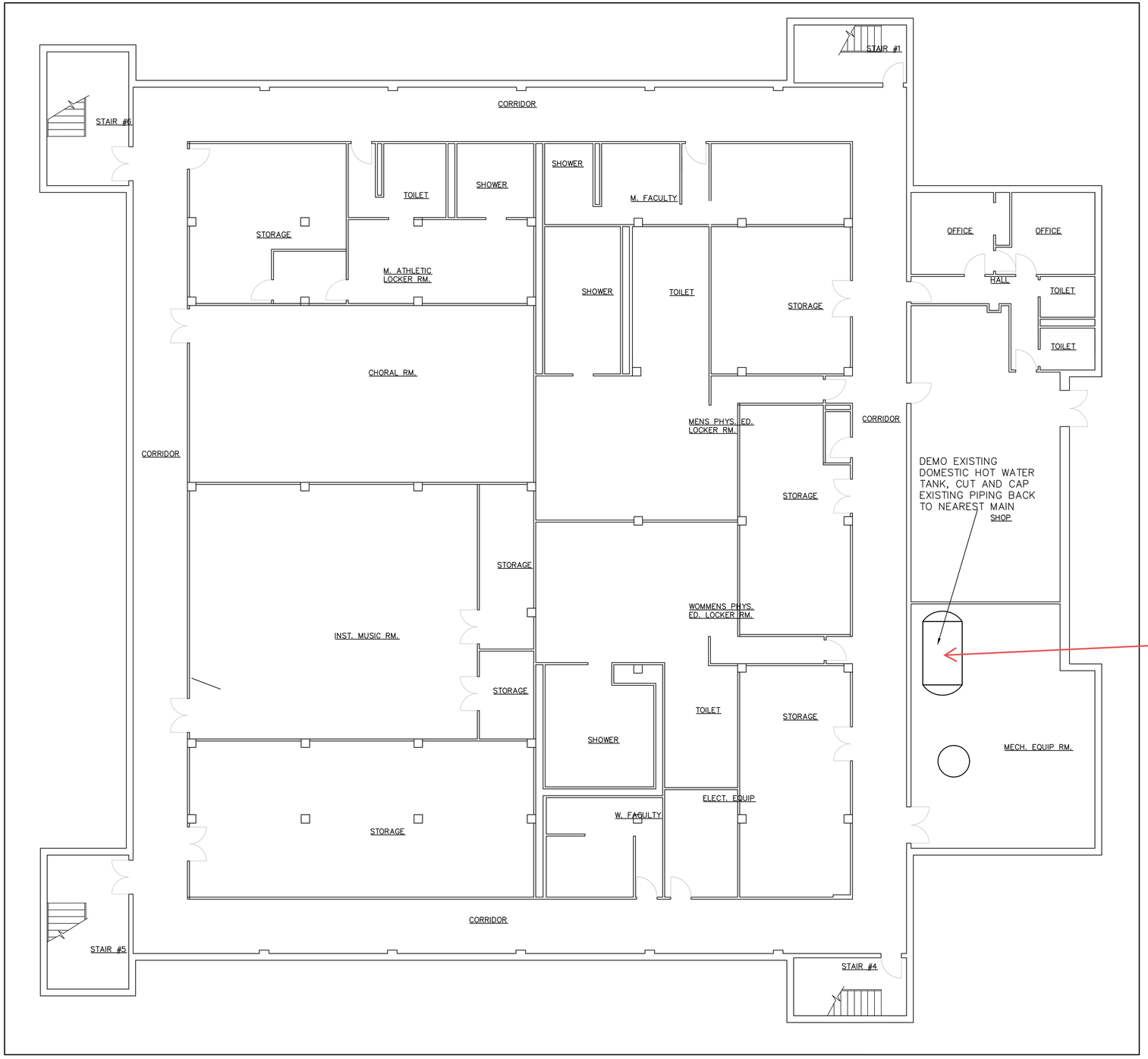

KEYED NOTES: (X)
1.

Tank with asbestos-containing insulation to be removed.

1 P-1.1D BASEMENT PLUMBING DEMO PLAN
SCALE: 1/8"=1'

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new plumbing systems, the materials should be removed prior to impact.

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WEBSTER
BASEMENT
PLUMBING
DEMOLITION PLAN

P-1.1D

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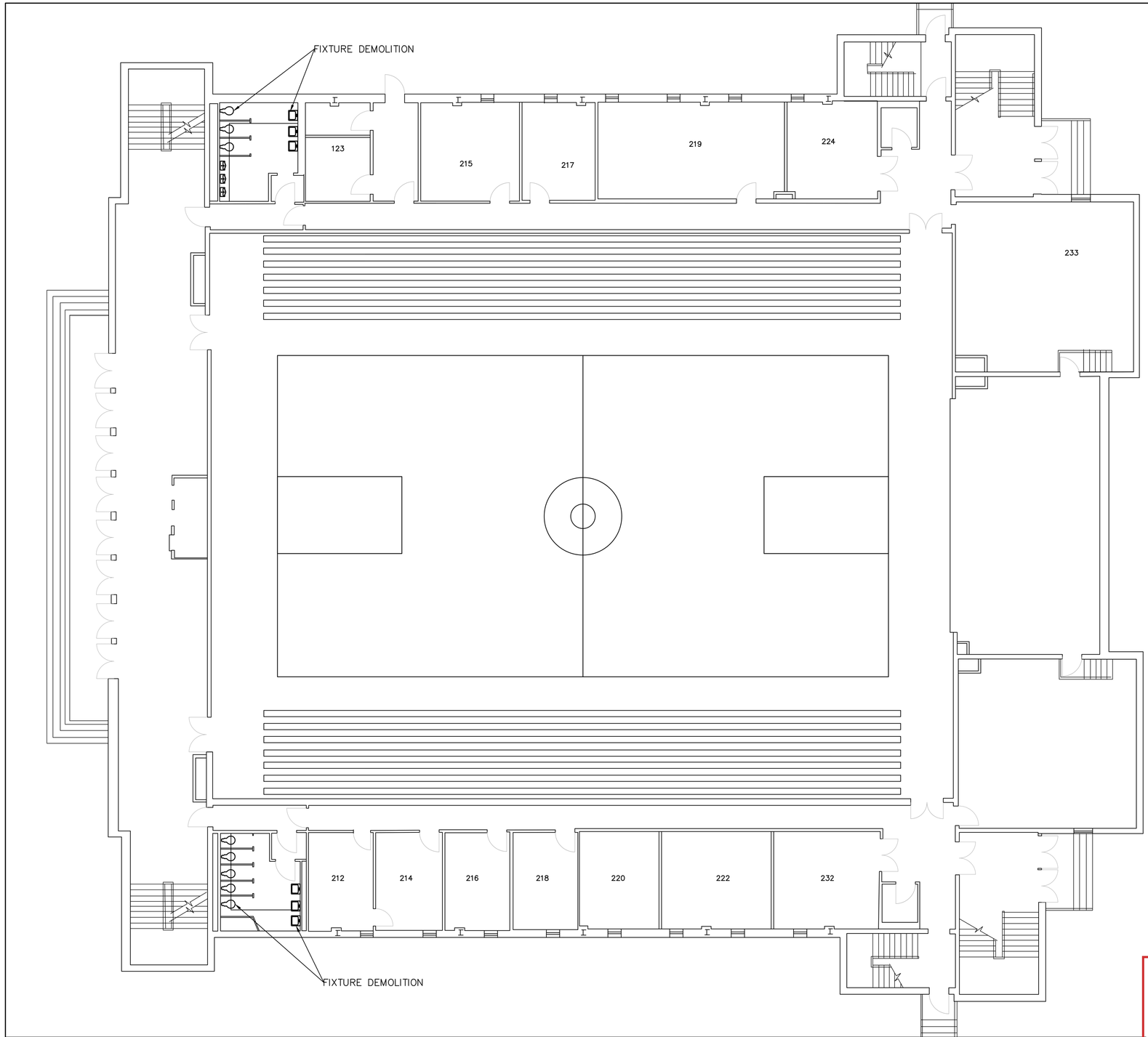

DEMO NOTES: (X)
1.

1 P-1.2D FIRST FLOOR PLUMBING DEMO PLAN
SCALE: 1/8"=1'

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new plumbing systems, the materials should be removed prior to impact.

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WEBSTER FIRST FLOOR PLUMBING DEMOLITION PLAN

P-1.2D

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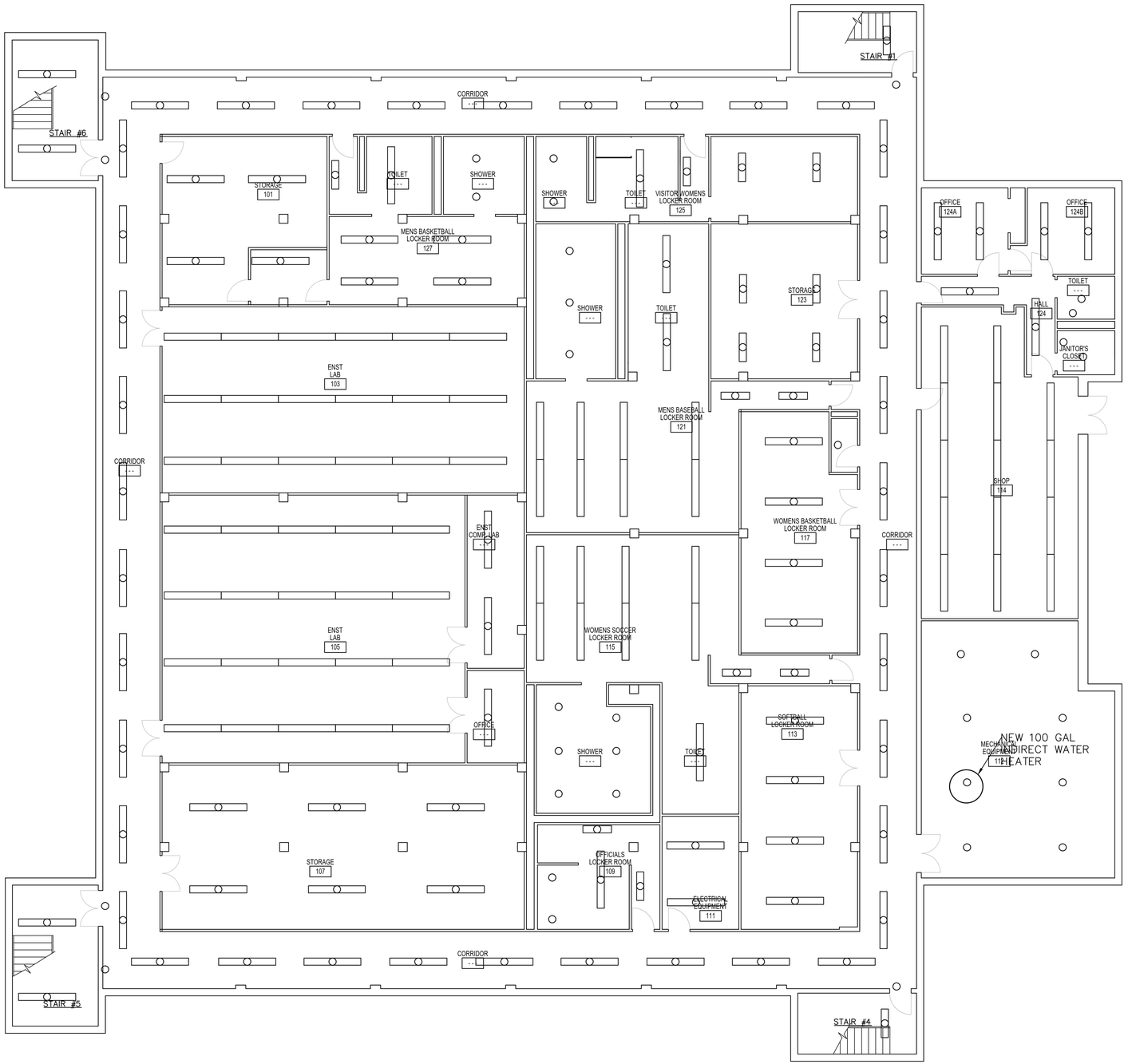

1 P-1.1 BASEMENT PLUMBING PLAN
SCALE: 1/8"=1'

KEYED NOTES: (X)
1.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new plumbing systems, the materials should be removed prior to impact.

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WEBSTER
BASEMENT
PLUMBING PLAN

P-1.1

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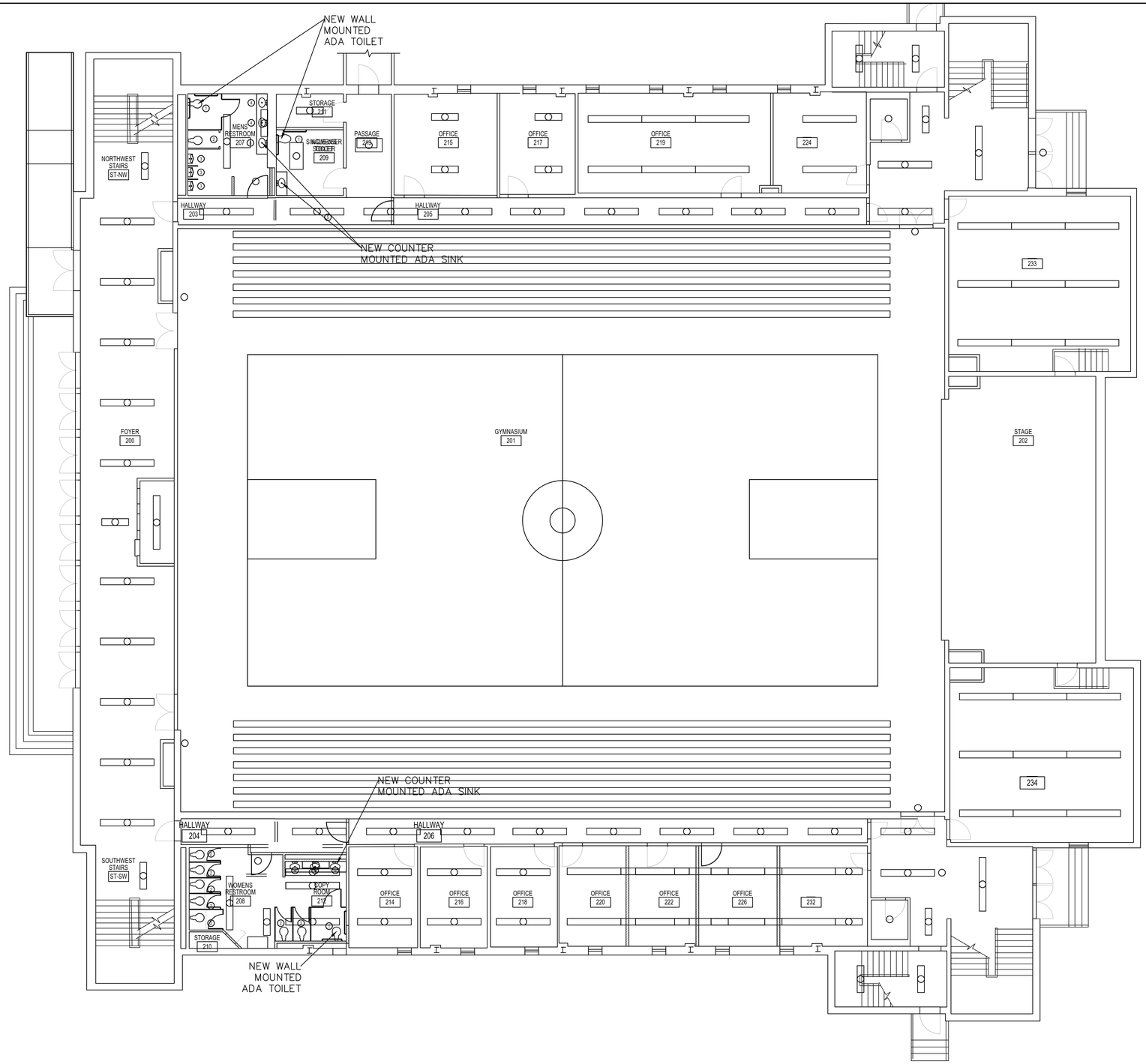

1 P-1.2 FIRST FLOOR PLUMBING PLAN
SCALE: 1/8"=1'

KEYED NOTES: (X)

1. PROVIDE AND INSTALL NEW WALL MOUNTED ADA TOILET PER SCHEDULE ON P-6.1. CONNECT TO EXISTING COLD WATER, SANITARY, AND VENT PIPING.
2. PROVIDE AND INSTALL NEW WALL MOUNTED TOILET PER SCHEDULE ON P-6.1. CONNECT TO EXISTING COLD WATER, SANITARY, AND VENT PIPING.
3. PROVIDE AND INSTALL NEW URINAL PER SCHEDULE ON P-6.1. CONNECT TO EXISTING COLD WATER, SANITARY, AND VENT PIPING.
4. PROVIDE AND INSTALL NEW COUNTER MOUNTED LAVATORY PER SCHEDULE ON P-6.1. CONNECT TO EXISTING COLD WATER, HOT WATER, SANITARY, AND VENT PIPING.
5. PROVIDE AND INSTALL NEW COUNTER MOUNTED ADA LAVATORY PER SCHEDULE ON P-6.1. CONNECT TO EXISTING COLD WATER, HOT WATER, SANITARY, AND VENT PIPING.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new plumbing systems, the materials should be removed prior to impact.

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WEBSTER FIRST FLOOR PLUMBING PLAN

P-1.2

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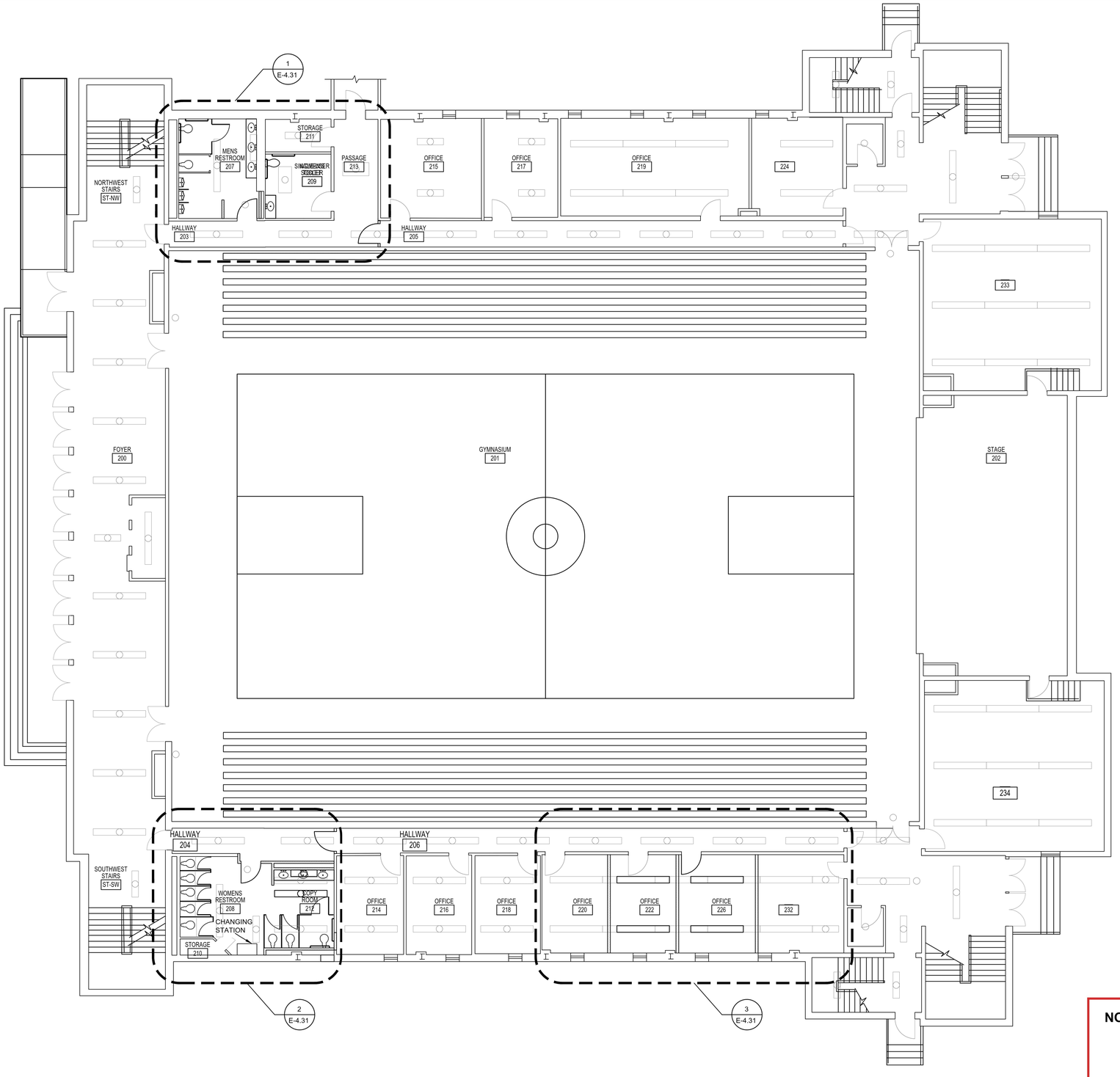

1 E-1.2 FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/8"=1'

GENERAL NOTES:

1. EXISTING LUMINAIRE LAYOUT SHOWN IS APPROXIMATE. VERIFY IN FIELD FOR EXACT LUMINAIRE TYPES AND LOCATIONS.
2. REMOVE EXISTING LUMINAIRES SHOWN PRIOR TO REMOVAL OF EXISTING CEILING GRID. CLEAN AND RELAMP.
3. AFTER NEW CEILING GRID IS INSTALLED, REINSTALL EXISTING LUMINAIRES THAT HAVE BEEN REMOVED AS BEFORE, AND RECONNECT TO ASSOCIATED (SWITCHED) LIGHTING CIRCUIT UNLESS OTHERWISE NOTED. COORDINATE EXACT LUMINAIRE LOCATIONS WITH NEW GRID CEILING INSTALLED BY OTHERS.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new electrical systems, the materials should be removed prior to impact.

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SBC NO. 166/015-03-2021
COLUMBIA STATE COMMUNITY COLLEGE
1665 HAMPSHIRE PIKE
COLUMBIA TN 38401

MK.	DATE	DESCRIPTION
	DATE	DESCRIPTION

DATE: 10-24-2022/ CD
PROJECT NO: 510-3441

DESIGN:	DRAWN:	CHECK:
KGT	GBS	M.R.

WEBSTER
FIRST FLOOR
ELECTRICAL PLAN

E-1.2

ISSUED FOR BIDS: 10-24-2022

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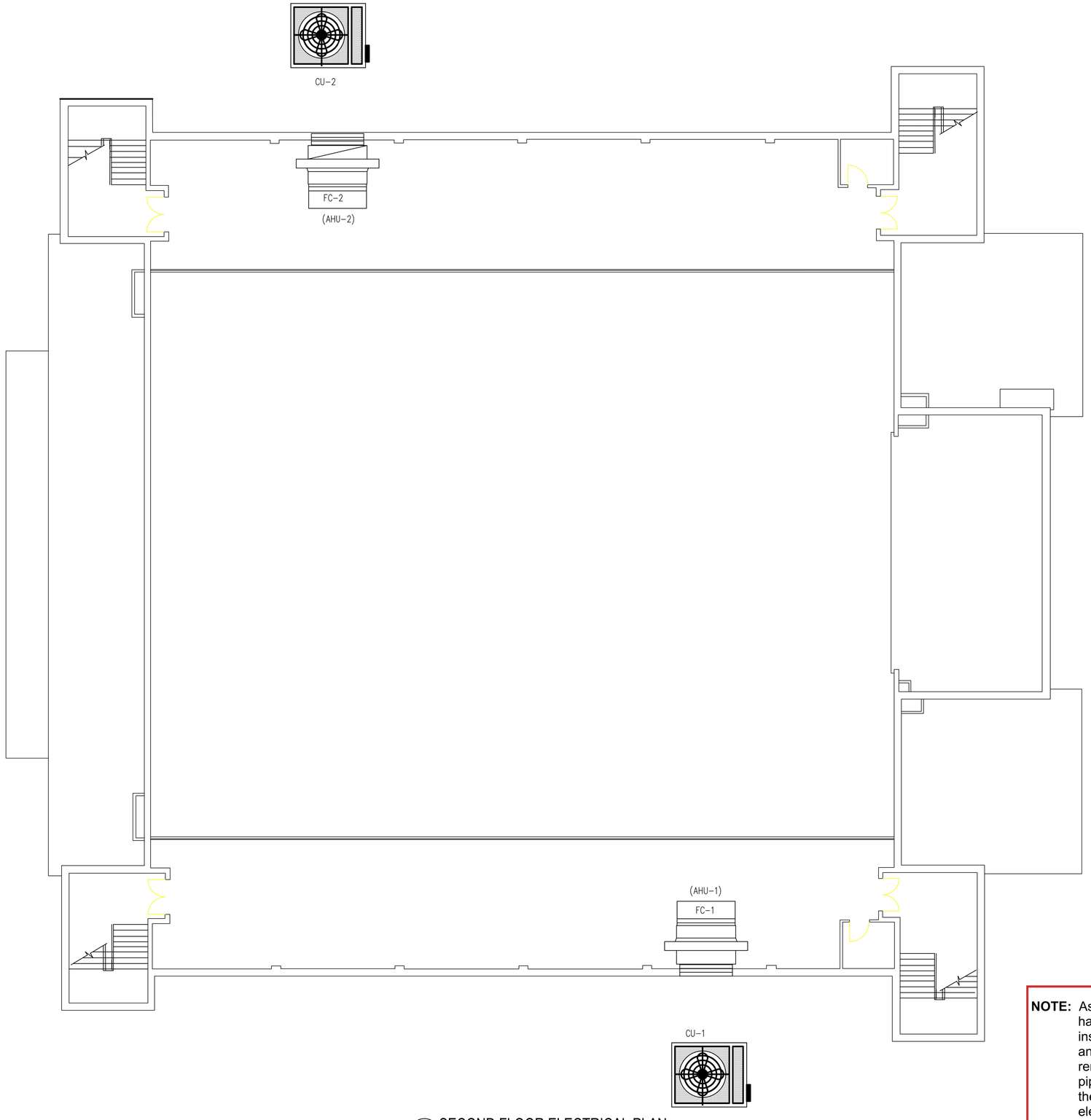

1 E-1.3 SECOND FLOOR ELECTRICAL PLAN
SCALE: 1/8"=1'

GENERAL NOTES:

1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NFPA 70: NEC 2017 & 2018 IBC.
2. PRIOR TO ROUGH IN FOR ANY ELECTRICAL WORK SHOWN ON PLAN COORDINATE EXACT LOCATION OF DEVICES/EQUIPMENT WITH OWNER.
3. WIRING SHOWN IS FOR SCHEMATIC PURPOSES ONLY. ALL NEW CONDUIT AND WIRING SHALL BE CONCEALED WITHIN WALLS OR WITHIN PLENUM CEILINGS EXCEPT IN UTILITY CLOSETS. ALL 120V SINGLE PHASE 20A CIRCUITS ARE SHALL BE CONTAINED IN 3/4" EMT CONDUIT MINIMUM. SURFACE MOUNTED RACEWAYS OR CONDUIT ARE NOT PERMITTED UNLESS IN UTILITY OR IT CLOSETS.
4. ALL NEW BRANCH CIRCUITS SHOWN ON PLAN SHALL BE FED FROM CIRCUIT ON PANEL INDICATED. REFER TO PANELBOARD SCHEDULE FOR PROPER FEEDER SIZE, OCP, AND TOTAL LOAD.
5. NEW WIRING SHALL BE PROPERLY COLORED AND LABELED ACCORDING TO NEC SECTION 300. ALL NEW BRANCH CIRCUITS CONNECTED TO PANEL BOARDS SHALL BE PROPERLY LABELED IN THE PANEL BOARD SCHEDULE. NEW PANEL SCHEDULE SHALL BE TYPED AND PLACED INSIDE PANELBOARD.
6. ALL ELEC. EQUIPMENT SHALL BE INSTALLED ACCORDING TO FEMA CODE NEHRP 2015 EDITION FOR ADDITIONAL SEISMIC REQUIREMENTS FOR ELECTRICAL EQUIPMENT (SECTION C13.6). ELEC. PANEL BOARDS, METER CENTERS, AND DISCONNECTS SHALL BE CONNECTED TO STRUCTURE VIA CORRECT GAUGE BOLTS WITH BELLEVILLE WASHERS. ALL MOUNTING HOLES ON EQUIPMENT SHALL BE USED.
7. FOR ALL MECHANICAL EQUIPMENT SHOWN ON PLAN PROVIDE PROPER DISCONNECTING MEANS SHOWN ON PLAN. DISCONNECTS SHALL HAVE VOLTAGE, AMPERAGE, & FAULT CURRENT RATINGS SUITABLE FOR CIRCUIT SHOWN ON PANELBOARD SCHEDULE. PROVIDE WIRE AND CONDUIT FOR CONTROLS REQUIRED FOR A FULLY FUNCTIONAL INSTALLATION.
8. ANY PENETRATION OF EXTERIOR WALLS FOR ELECTRICAL FEEDERS SHALL BE PROPERLY PATCHED AND COMPLETELY SEALED WITH WEATHER RESISTANT EPOXY OR RESIN.
9. ALL EQUIPMENT INSTALLED ON THE EXTERIOR OF BUILDING SHALL BE NEMA 3R RATED.
10. DURING PROJECT CLOSEOUT EC SHALL VERIFY THAT ALL ELECTRICAL DISTRIBUTION EQUIPMENT IS WITHIN 80% OR LESS OF RATED CONTINUOUS LOAD.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new electrical systems, the materials should be removed prior to impact.

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DATE: 10-24-2022/ CD
PROJECT NO: 510-3441

DESIGN:	DRAWN:	CHECK:
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WEBSTER
SECOND FLOOR
ELECTRICAL PLAN

E-1.3

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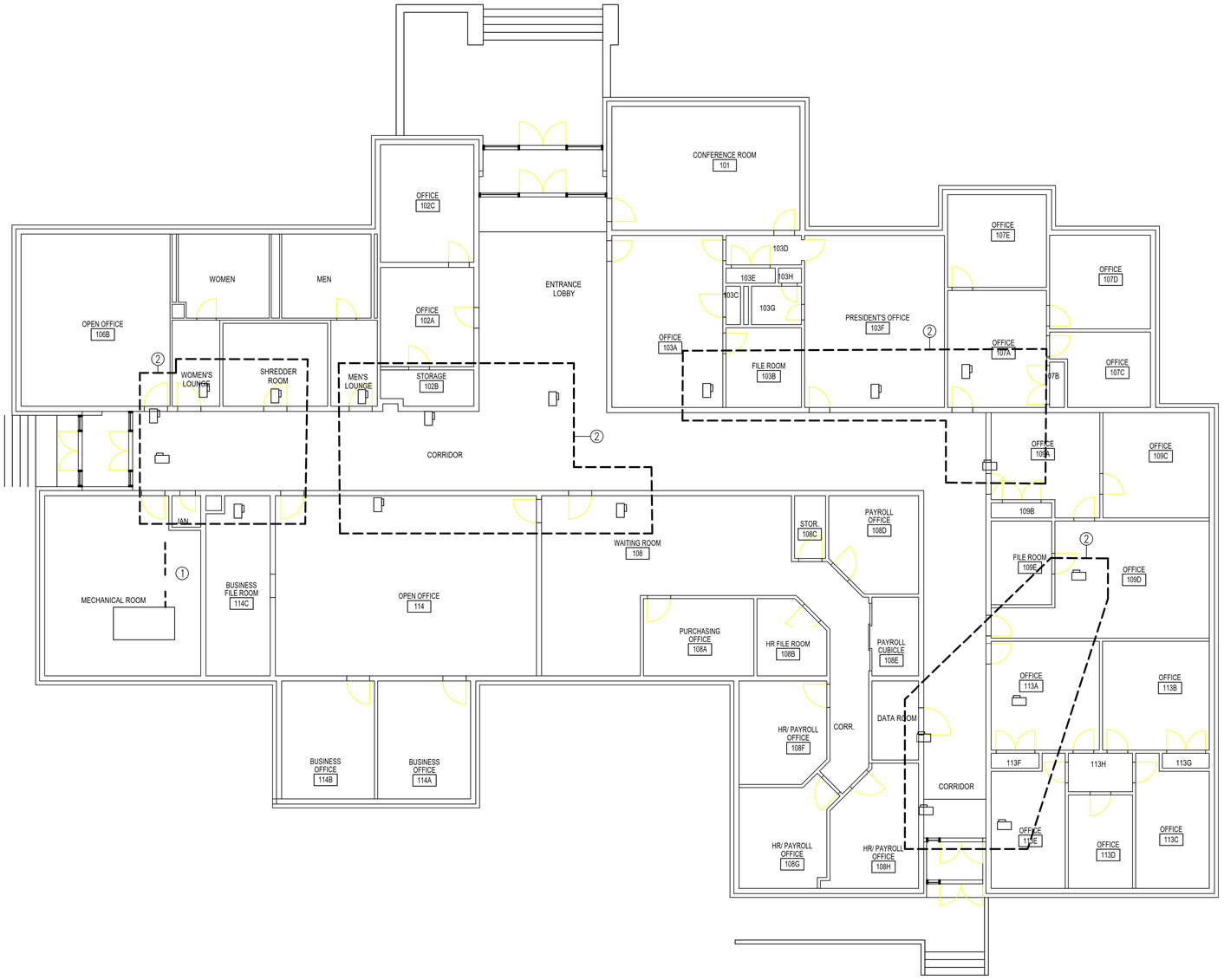

1 E-1.4 FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/8"=1'

GENERAL NOTES:

1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NFPA 70: NEC 2017 & 2018 IBC.
2. PRIOR TO ROUGH IN FOR ANY ELECTRICAL WORK SHOWN ON PLAN COORDINATE EXACT LOCATION OF DEVICES/EQUIPMENT WITH OWNER.
3. WIRING SHOWN IS FOR SCHEMATIC PURPOSES ONLY. ALL NEW CONDUIT AND WIRING SHALL BE CONCEALED WITHIN WALLS OR WITHIN PLENUM CEILINGS EXCEPT IN UTILITY CLOSETS. ALL 120V SINGLE PHASE 20A CIRCUITS ARE SHALL BE CONTAINED IN 3/4" EMT CONDUIT MINIMUM. SURFACE MOUNTED RACEWAYS OR CONDUIT ARE NOT PERMITTED UNLESS IN UTILITY OR IT CLOSETS.
4. ALL NEW BRANCH CIRCUITS SHOWN ON PLAN SHALL BE FED FROM CIRCUIT ON PANEL INDICATED. REFER TO PANELBOARD SCHEDULE FOR PROPER FEEDER SIZE, OCP, AND TOTAL LOAD.
5. NEW WIRING SHALL BE PROPERLY COLORED AND LABELED ACCORDING TO NEC SECTION 300. ALL NEW BRANCH CIRCUITS CONNECTED TO PANEL BOARDS SHALL BE PROPERLY LABELED IN THE PANEL BOARD SCHEDULE. NEW PANEL SCHEDULE SHALL BE TYPED AND PLACED INSIDE PANELBOARD.
6. ALL ELEC. EQUIPMENT SHALL BE INSTALLED ACCORDING TO FEMA CODE NEHRP 2015 EDITION FOR ADDITIONAL SEISMIC REQUIREMENTS FOR ELECTRICAL EQUIPMENT (SECTION C13.6). ELEC. PANEL BOARDS, METER CENTERS, AND DISCONNECTS SHALL BE CONNECTED TO STRUCTURE VIA CORRECT GAUGE BOLTS WITH BELLEVILLE WASHERS. ALL MOUNTING HOLES ON EQUIPMENT SHALL BE USED.
7. FOR ALL MECHANICAL EQUIPMENT SHOWN ON PLAN PROVIDE PROPER DISCONNECTING MEANS SHOWN ON PLAN. DISCONNECTS SHALL HAVE VOLTAGE, AMPERAGE, & FAULT CURRENT RATINGS SUITABLE FOR CIRCUIT SHOWN ON PANELBOARD SCHEDULE. PROVIDE WIRE AND CONDUIT FOR CONTROLS REQUIRED FOR A FULLY FUNCTIONAL INSTALLATION.
8. ANY PENETRATION OF EXTERIOR WALLS FOR ELECTRICAL FEEDERS SHALL BE PROPERLY PATCHED AND COMPLETELY SEALED WITH WEATHER RESISTANT EPOXY OR RESIN.
9. ALL EQUIPMENT INSTALLED ON THE EXTERIOR OF BUILDING SHALL BE NEMA 3R RATED.
10. DURING PROJECT CLOSEOUT EC SHALL VERIFY THAT ALL ELECTRICAL DISTRIBUTION EQUIPMENT IS WITHIN 80% OR LESS OF RATED CONTINUOUS LOAD.

KEYED NOTES: (X)

1. FOR HVAC UNIT INDICATED, WHICH HAS A DESIGN CAPACITY GREATER THAN 2000 CFM, FURNISH UL 268A COMPLIANT DUCT MOUNTED SMOKE DETECTOR TO BE INSTALLED BY MECHANICAL CONTRACTOR ON RETURN SIDE OF EQUIPMENT IN ACCORDANCE WITH NFPA 90A. INSTALL DUCT DETECTOR WIRING AS FOLLOWING:

   A. CONNECT TO EXISTING FIRE ALARM SYSTEM.
   B. CONNECT TO LOCAL RELAY FOR SHUTDOWN OF HVAC UNIT.
   C. CONNECT TO REMOTE TEST ASSOCIATED WITH HVAC UNIT.
   D. COORDINATE EXACT LOCATIONS IN FIELD.

   ALL WIRING AND CONNECTIONS SHALL COMPLY WITH NFPA 72 AND THE REQUIREMENTS OF THE LOCAL AHJ (AUTHORITY HAVING JURISDICTION). REFER TO 2012 INTERNATIONAL MECHANICAL CODE, SECTION 606 "SMOKE DETECTION SYSTEMS CONTROL" FOR ADDITIONAL REQUIREMENTS.

2. PROVIDE POWER FOR LOW VOLTAGE TRANSFORMER BY OTHERS SERVING LOCAL VAV BOXES.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new electrical systems, the materials should be removed prior to impact.

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PROJECT NO: 510-3441

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PJM	JL	PJM

PRYOR
FIRST FLOOR
ELECTRICAL PLAN

E-1.4

ISSUED FOR BIDS: 10-24-2022

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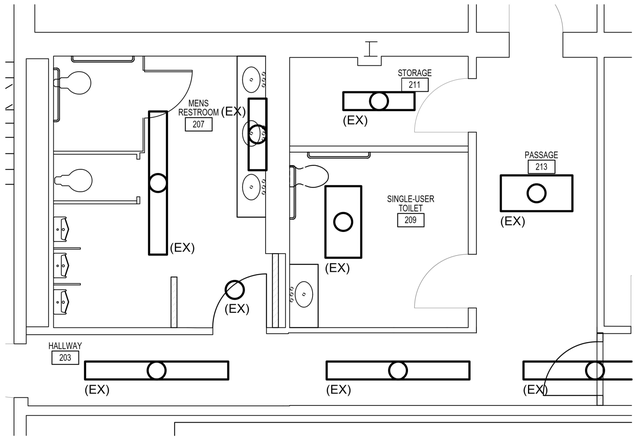
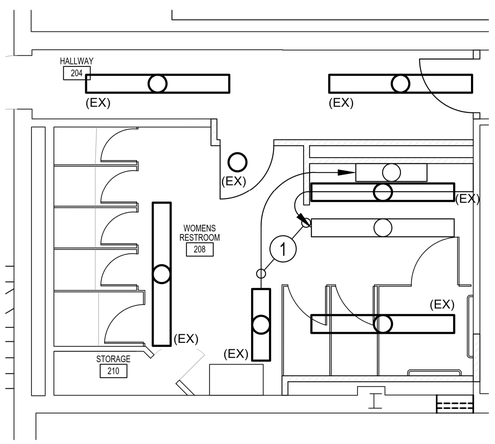


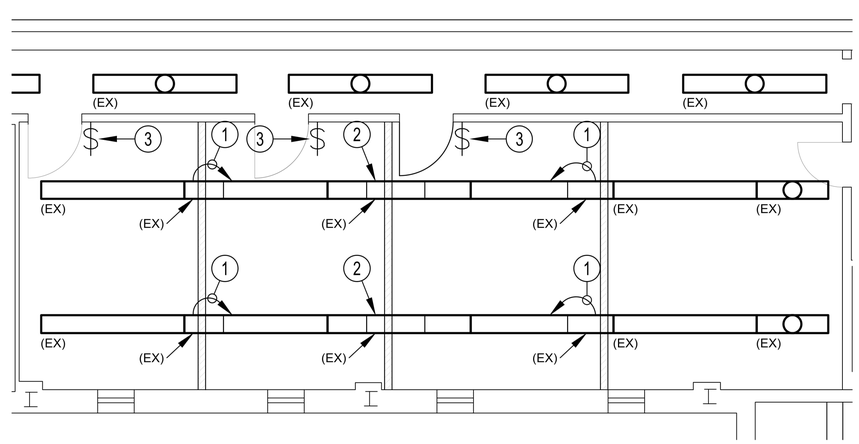
NORTH

1 E-4.31 WEBSTER - FIRST FLOOR MEN'S RESTROOM
SCALE: 1/4" = 1'-0"



NORTH

2 E-4.31 WEBSTER - FIRST FLOOR WOMEN'S RESTROOM
SCALE: 1/4" = 1'-0"



NORTH

3 E-4.31 WEBSTER - FIRST FLOOR SOUTHEAST OFFICES
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. EXISTING LUMINAIRE LAYOUT SHOWN IS APPROXIMATE. VERIFY IN FIELD FOR EXACT LUMINAIRE TYPES AND LOCATIONS.
2. REMOVE EXISTING LUMINAIRES SHOWN PRIOR TO REMOVAL OF EXISTING CEILING GRID. CLEAN AND RELAMP.
3. AFTER NEW CEILING GRID IS INSTALLED, REINSTALL EXISTING LUMINAIRES THAT HAVE BEEN REMOVED AS BEFORE, AND RECONNECT TO ASSOCIATED (SWITCHED) LIGHTING CIRCUIT UNLESS OTHERWISE NOTED. COORDINATE EXACT LUMINAIRE LOCATIONS WITH NEW GRID CEILING INSTALLED BY OTHERS.

KEYED NOTES: ⓧ

1. RELOCATE EXISTING LUMINAIRE TO NEW LOCATION AS INDICATED AFTER NEW CEILING IS INSTALLED. CONNECT TO LOCAL SWITCHED LIGHTING CIRCUIT, AND EXTEND WIRING IF REQUIRED. PRESERVE EXISTING REMAINING WIRING.
2. REMOVE EXISTING LUMINAIRE INDICATED AND RETURN TO OWNER.
3. PROVIDE NEW WALL SWITCH INDICATED FOR LOCAL LIGHTING.

NOTE: Asbestos-containing hard-packed pipe insulation, associated hard-packed pipe joint compound, hard-packed pipe joint insulation off fiberglass insulated runs, pipe insulation mastic, and duct mastic (tan & white)are present throughout the renovation area (including exposed, above ceilings, and inside pipe chases. Should these materials be potentially impacted by the impending renovation, included the installation of new electrical systems, the materials should be removed prior to impact.

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WEBSTER ENLARGED FIRST FLOOR LIGHTING PLANS

E-4.31

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SECTION 07 84 13

PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Penetration firestopping systems.

1.2 SUBMITTALS

A. Product Data: Penetration firestopping systems.

B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.

1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly developed in accordance with current International Firestop Council (IFC) guidelines. Obtain approval of authorities having jurisdiction prior to submittal.

1.3 PROJECT CONDITIONS

A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.

B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.4 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain penetration firestop systems for each type of opening indicated from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics:

1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
2. Test in accordance with testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:

a. Penetration firestop systems installed with products bearing the classification marking of a qualified product certification agency in accordance with listed system designs published by a qualified testing agency.

1) UL in its online directory "Product iQ."
2) Intertek Group in its "Directory of Building Products."
3) FM Approvals in its "Approval Guide."

2.3 PENETRATION FIRESTOPPING SYSTEMS

A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems are to be compatible with one another, with the substrates forming openings, and with penetrating items if any.

1. Manufacturers:

a. Balco
b. HoldRite
c. Roxtec
d. Specified Technologies, Inc.
e. Unique Fire Stop

B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined in accordance with ASTM E814 or UL 1479.

1. F-Rating: Not less than the fire-resistance rating of the wall penetrated.
2. Membrane Penetrations: Install recessed fixtures such that the required fire resistance will not be reduced.

C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined in accordance with ASTM E814 or UL 1479.

1. F-Rating: At least one hour, but not less than the fire-resistance rating of the floor penetrated.
2. T-Rating: At least one hour, but not less than the fire-resistance rating of the floor. The following floor penetrations do not require a T-rating:

    a. Those within the cavity of a wall.
    b. Floor, tub, or shower drains within a concealed space.
    c. 4-inch or smaller metal conduit penetrating directly into metal-enclosed electrical switchgear.

3. W-Rating: Provide penetration firestopping systems with a Class 1 W-rating in accordance with UL 1479.

D. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined in accordance with UL 1479.

1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening and no more than 50-cfm cumulative total for any 100 sq. ft. at both ambient and elevated temperatures.

E. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, in accordance with ASTM E84.

F. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

1. Permanent forming/damming/backing materials.
2. Substrate primers.
3. Collars.
4. Steel sleeves.

2.4 FILL MATERIALS

A. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

B. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.

C. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.

D. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

E. Fire-Rated Cable Sleeve Kits: Complete kits designed for new or existing cable penetrations through walls to accept standard accessories.

F. Thermal Wrap: Flexible protective wrap tested and listed for up to 2-hour fire ratings in accordance with ASTM E814 or UL 1479 for membrane penetrations or ASTM E1725 or UL 1724 for thermal barrier and circuit integrity protection.

G. Wall-Opening Protective Materials: Intumescent, non-curing putty pads or self-adhesive inserts for protection of electrical switch and receptacle boxes.

H. Firestop Plugs: Flexible, re-enterable, intumescent, foam-rubber plug for use in blank round openings and cable sleeves.

I. Fire-Rated Cable Grommet: Molded two-piece grommet made of plenum-grade polymer and foam inner core for sealing small cable penetrations in gypsum walls up to 1/2 inch in diameter.

J. Closet Flange Gasket: Molded, single-component, flexible, intumescent gasket for use beneath a water closet (toilet) flange in floor applications.

K. Endothermic Wrap: Flexible, insulating, fire-resistant, endothermic wrap for protecting membrane penetrations of utility boxes, critical electrical circuits, communications lines, and fuel lines.

2.5 MIXING

A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.

2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

3.3 INSTALLATION OF PENETRATION FIRESTOPPING SYSTEMS

A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.

B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.

C. Install fill materials by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.

1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.

3.5 FIELD QUALITY CONTROL

A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E2174.

B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.

C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

END OF SECTION

SECTION 09 51 13

ACOUSTICAL TILE CEILINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes suspended metal grid ceiling system, perimeter trim and acoustic tiles, and accessories.

B. Related Requirements:
   1. Section 26 51 19 – LED Interior Lighting: Light fixtures in ceiling system.

1.2 REFERENCE STANDARDS

A. ASTM International:
   1. ASTM C635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
   2. ASTM C636 - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels.
   3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   4. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
   5. ASTM E580 - Standard Practice for Application of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Requiring Seismic Restraint.
   6. ASTM E1264 - Standard Classification for Acoustical Ceiling Products.

B. Ceilings and Interior Systems Construction Association:
   1. CISCA - Acoustical Ceilings: Use and Practice.

C. Intertek Testing Services (Warnock Hersey Listed):
   1. WH - Certification Listings.

D. National Fire Protection Association:
   1. NFPA 255 – Standard Method of Test of Surface Burning Characteristics of Building materials.
   2. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.

E. Underwriters Laboratories Inc.:
   1. UL - Fire Resistance Directory.
   2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.3 PERFORMANCE REQUIREMENTS

A. Suspension System: Rigidly secure acoustic ceiling system including integral mechanical and electrical components with maximum deflection of 1:240.

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit data on metal grid system components and acoustic units.

C. Shop Drawings:
   1. Indicate grid layout and related dimensioning, junctions with other work or ceiling finishes, interrelation of mechanical and electrical items related to system. Indicate method of suspension where interference exists.
      a. Indicate installation details required for seismic design loads.

D. Samples:
   1. Submit two samples 4 x 4 inch in size illustrating material and finish of acoustic units.
   2. Submit two samples each, 12 inches long, of suspension system main runner, cross runner, perimeter molding.

E. Manufacturer's Instructions: Submit special procedures, perimeter conditions requiring special attention.

1.5 QUALITY ASSURANCE

A. Conform to CISCA requirements.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.7 PRE-INSTALLATION MEETINGS

A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.

B. Convene minimum one week prior to commencing Work of this section.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Product Requirements.

B. Maintain uniform temperature of minimum 55 degrees F, and maximum humidity of 65 to 70 percent prior to, during, and after acoustic unit installation.

1.9 SEQUENCING

A. Section 01 10 00 - Summary: Requirements for sequencing.

B. Sequence Work to ensure acoustic ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.

C. Install acoustic units after interior wet work is dry.

1.10 EXTRA MATERIALS

A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.

B. Furnish 2.5 percent of total acoustic unit area of extra panels to Owner.

PART 2 PRODUCTS

2.1 SUSPENDED ACOUSTICAL CEILINGS

A. Manufacturers:
1. Armstrong World Industries:
   a. Type 1 Ceiling: Fine Fissured (1713) panel.
2. CertainTeed Corporation:
   a. Type 1 Ceiling: Fine Fissured (HHF-457 DP) panel
3. USG Interiors:
   a. Type 1 Ceiling: Radar ClimaPlus (2211) panel
4. Substitutions: Section 01 60 00 - Product Requirements.

2.2 COMPONENTS

A. Acoustic Panels (Type 1): ASTM E1264, conforming to the following:
1. Size: 24 x 24 inches.
2. Thickness: 3/4 inch.
3. Composition: Mineral.
4. NRC: 0.70.
5. SAC: 0.70, 0.94, and 0.85 at 500Hz, 1000Hz, and 2000Hz respectively.
6. Edge: Square.
7. Surface Color: White.
8. Surface Finish: Non-directional fissured.

B. Grid:
1. Non-fire Rated Grid: ASTM C635, Heavy Duty; exposed T components die cut and interlocking.
   a. Armstrong: Prelude XL.

b Celotex: Classic Stab System.
c. USG: Donn DX .
d. Substitutions: Section 01 60 00 - Product Requirements.

2. Grid Materials: Commercial quality cold rolled steel with galvanized coating.
3. Exposed Grid Surface Width: As per applicable code for seismic design category indicated on Drawings.
4. Grid Finish: White color.
5. Accessories: Stabilizer bars, clips, splices, perimeter moldings, and hold down clips, as required for suspended grid system.
6. Support Channels and Hangers: Galvanized Primed steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.

2.3 ACCESSORIES

A. Gasket For Perimeter Moldings: Closed cell rubber sponge tape.

B. Touch-up Paint: Type and color to match acoustic and grid units.

C. Seismic Bracing: As required to meet seismic performance requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.

B. Verify layout of hangers will not interfere with other Work.

3.2 INSTALLATION

A. Lay-In Grid Suspension System:
1. Install suspension system in accordance with ASTM C636 and as supplemented in this section.
2. Install suspension system in accordance with ASTM E580.
3. Install system capable of supporting imposed loads with maximum deflection of 1/240 maximum.
4. Locate system on room axis according to reflected plan.
5. Install after major above ceiling work is complete. Coordinate location of hangers with other work.
6. Install hanger clips during steel deck erection. Install additional hangers and inserts as required.
7. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
8. Where ducts or other equipment prevent regular spacing of hangers, reinforce nearest affected hangers and related carrying channels to span extra distance.

9. Do not support components on main runners or cross runners when weight causes total dead load to exceed deflection capability. Support fixture loads by supplementary hangers located within 6 inches of each corner; or support components independently.
10. Do not eccentrically load system, or produce rotation of runners.
11. Perimeter Molding:
    a. Install edge molding at intersection of ceiling and vertical surfaces with continuous gasket.
    b. Use longest practical lengths.
    c. Miter corners.
    d. Install at junctions with other interruptions.
12. Install light fixture boxes constructed of acoustic panel above light fixtures in accordance with UL assembly requirements and light fixture ventilation requirements.
13. Laterally brace entire suspended system as required for seismic design category as indicated on Drawings.

B. Acoustic Units:
1. Fit acoustic units in place, free from damaged edges or other defects detrimental to appearance and function.
2. Install units after above ceiling work is complete.
3. Install acoustic units level, in uniform plane, and free from twist, warp, and dents.
4. Cutting Acoustic Units:
    a. Cut to fit irregular grid and perimeter edge trim.
    b. Cut square reveal edges to field cut units.
5. Where bullnosed concrete block corners and round obstructions occur, install preformed closures to match perimeter molding.
6. Install hold-down clips to retain panels tight to grid system within 20 feet of exterior door.

3.3 TOLERANCES

A. Section 01 40 00 - Quality Requirements: Tolerances.

B. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.

C. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Copper building wire rated 600 V or less.
   2. Connectors, splices, and terminations rated 600 V and less.

1.2 SUBMITTALS

A. Product Data: No submittals required when using specified materials with testing agency markings visible for inspection during construction.

B. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:
   1. Listed and labeled by a qualified testing agency, and marked for intended location and use.
   2. RoHS compliant.

C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

D. Conductor Insulation:
   1. Type THHN and Type THWN-2: Comply with UL 83.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled by a qualified testing agency, and marked for intended location and use.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

3.3 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

3.4 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

3.5 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.6 CONDUCTOR MATERIAL APPLICATIONS

A. Branch Circuits: Copper. Solid for No. 10 AWG and smaller, stranded for No. 8 AWG and larger.

B. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.7 FIELD QUALITY CONTROL

A. Perform tests and inspections.
   1. Perform each of the following visual and electrical tests:
      a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
      b. Test bolted connections for high resistance using one of the following:
         1) A low-resistance ohmmeter.
         2) Calibrated torque wrench.
         3) Thermographic survey.
      c. Inspect for correct identification.
      d. Continuity test on each conductor and cable.

B. Cables will be considered defective if they do not pass tests and inspections.

C. Prepare test and inspection reports to record the following:
   1. Procedures used.
   2. Results that comply with requirements.
   3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION

SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Water Pipe Clamps:
   1. Mechanical type, two pieces with stainless-steel bolts.
      a. Material: Die-cast zinc alloy.
   2. U-bolt type with malleable-iron clamp and copper ground connector.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code.

B. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

END OF SECTION

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Steel slotted support systems.
   2. Conduit and cable support devices.
   3. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.

1.2 SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
      a. Slotted support systems, hardware, and accessories.
      b. Clamps.
      c. Hangers.
      d. Sockets.
      e. Eye nuts.
      f. Fasteners.
      g. Anchors.
      h. Saddles.
      i. Brackets.

   2. Include rated capacities and furnished specialties and accessories.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch diameter holes at a maximum of 8 inches o.c. in at least one surface.
   1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
   2. Material for Channel, Fittings, and Accessories: Galvanized steel.
   3. Channel Width: 1-5/8 inches.
   4. Metallic Coatings: Hot-dip galvanized after fabrication.

B. Conduit and Cable Support Devices: Steel, malleable-iron, or Stainless-steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
   1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened Portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
   2. Mechanical-Expansion Anchors: Insert-wedge-type, [zinc-coated] [stainless] steel, for use in hardened Portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
   3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
   4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
   5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
   6. Toggle Bolts: Stainless steel springhead type.
   7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.

B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
   1. To Wood: Fasten with lag screws or through bolts.
   2. To New Concrete: Bolt to concrete inserts.
   3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
   4. To Existing Concrete: Expansion anchor fasteners.
   5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
   6. To Steel: Beam clamps, complying with MSS SP-69.
   7. To Light Steel: Sheet metal screws.
   8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.2 PAINTING

A. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply zinc-rich primer to comply with ASTM A 780.

END OF SECTION

SECTION 26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Metal conduits, tubing, and fittings.
   2. Surface raceways.
   3. Boxes, enclosures, and cabinets.
   4. Handholes and boxes for exterior underground cabling.

1.2 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. FMC: Flexible metallic conduit.

C. IMC: Intermediate metal conduit.

D. LFMC: Liquidtight flexible metallic conduit.

E. RGS: Rigid galvanized steel conduit.

1.3 SUBMITTALS

A. Product Data: No submittal required when using listed materials with testing agency markings visible for inspection during construction.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. RGS: Comply with ANSI C80.1 and UL 6.

C. IMC: Comply with ANSI C80.6 and UL 1242.

D. EMT: Comply with ANSI C80.3 and UL 797.

E. FMC: Comply with UL 1; zinc-coated steel or aluminum.

F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

G. Fittings for Metal Conduit:
   1. Comply with NEMA FB 1 and UL 514B.
   2. Fittings for EMT:
      a. Material: Steel or die cast.
      b. Type: Compression type only.

H. Joint Compound for IMC and RGS: Approved by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 SURFACE RACEWAYS

A. Listing and Labeling: Listed and labeled by a qualified testing agency, and marked for intended location and application.

B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Prime coated, ready for field painting.

2.3 BOXES, ENCLOSURES, AND CABINETS

A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy or aluminum, Type FD, with gasketed cover.

D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

E. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum or galvanized cast iron with gasketed cover.

F. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

G. Device Box Dimensions: 4 inches square by 2-1/8 inches deep or 2-1/4 inches by 2-1/8 inches deep.

H. Gangable boxes are prohibited.

2.4 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application. 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
   1. Standard: Comply with SCTE 77.
   2. Configuration: Designed for flush burial with integral closed bottom unless otherwise indicated.
   3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
   4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
   5. Cover Legend: Molded lettering, "ELECTRIC.".
   6. Color of Frame and Cover: Gray.

2.5 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

1. Underground Conduit: RNC, Type EPC-40-PVC.

B. Raceway Fittings: Compatible with raceways and suitable for use and location.

   1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
   2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
   3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
   4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

C. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

D. Install surface raceways only where indicated on Drawings.

3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of

raceways allowed in specific occupancies and number of floors.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Comply with requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems" for hangers and supports.

E. Arrange stub-ups so curved portions of bends are not visible above finished slab.

F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

G. Support conduit within 12 inches of enclosures to which attached.

H. Stub-ups to Above Recessed Ceilings:
   1. Use EMT, IMC, or RGS for raceways.
   2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

I. Threaded Conduit Joints, Exposed to Wet, Damp, or Corrosive Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4 inch trade size and insulated throat metal bushings on 1-1/2 inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

L. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

M. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

N. Cut conduit perpendicular to the length. For conduits 2 inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

O. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200 lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

P. Surface Raceways:
   1. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section.

Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

Q. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

R. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

S. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires,]quipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations.

T. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

U. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

V. Locate boxes so that cover or plate will not span different building finishes.

W. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 31 20 00 "Earth Moving" for pipe less than 6 inches in nominal diameter.
2. Install backfill as specified in Section 31 20 00 "Earth Moving."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 31 20 00 "Earth Moving."

4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.

   a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
   b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

5. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits but a minimum of 6 inches below grade. Align planks along centerline of conduit.
6. Underground Warning Tape: Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.

D. Install handholes with bottom below frost line, below grade.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 05 44 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.
   1. Repair damage to galvanized finishes with zinc-rich primer.

END OF SECTION

SECTION 26 05 44

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Round sleeves.
2.
3. Grout.
4. Pourable sealants.
5. Foam sealants.

B. Related Requirements:

1. Section 26 00 11 "Facility Performance Requirements for Electrical" for seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.
2. Section 07 84 13 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.2 SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 ROUND SLEEVES

A. Wall Sleeves, Steel:

1. Manufacturers:

a. Advance Products & Systems, Inc
b. BWM Company
c. CALPICO, Inc
d. Flexicraft Industries
e. Metraflex Company (The)
f. Pipeline Seal and Insulator, Inc
g. Proco Products, Inc

2. Description: ASTM A53/A53M, Type E, Grade B, Schedule 40, zinc coated, plain ends and integral waterstop.

B. Pipe Sleeves, PVC:
1. Manufacturers:

a. Advance Products & Systems, Inc
b. BWM Company
c. CALPICO, Inc
d. Flexicraft Industries
e. Metraflex Company (The)
f. Pipeline Seal and Insulator, Inc
g. Proco Products, Inc

2. Description: ASTM D1785, Schedule 40.

2.2 GROUT

A. Manufacturers:

1. Advance Products & Systems, Inc
2. BWM Company
3. CALPICO, Inc
4. Flexicraft Industries
5. Metraflex Company (The)
6. Pipeline Seal and Insulator, Inc
7. Proco Products, Inc

B. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

1. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
2. Design Mix: 5000 psi, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

2.3 POURABLE SEALANTS

A. Manufacturers:

1. Advance Products & Systems, Inc
2. BWM Company
3. CALPICO, Inc
4. Flexicraft Industries
5. Metraflex Company (The)
6. Pipeline Seal and Insulator, Inc
7. Proco Products, Inc

B. Description: Single-component, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

2.4 FOAM SEALANTS

A. Manufacturers:

1. Advance Products & Systems, Inc
2. BWM Company
3. CALPICO, Inc
4. Flexicraft Industries
5. Metraflex Company (The)
6. Pipeline Seal and Insulator, Inc
7. Proco Products, Inc

B. Description: Multicomponent, liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam. Foam expansion must not damage cables or crack penetrated structure.

PART 3 - EXECUTION

3.1 INSTALLATION OF SLEEVES FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

A. Sleeves for Conduits Penetrating Above-Grade, Non-Fire-Rated, Concrete and Masonry-Unit Floors and Walls:

1. Interior Penetrations of Non-Fire-Rated Walls and Floors:

   a. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall or floor so no voids remain. Tool exposed surfaces smooth; protect material while curing.
   b. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 07 92 00 "Joint Sealants."

2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
3. Size pipe sleeves to provide 1/4 inch annular clear space between sleeve and raceway or cable, unless sleeve seal system is to be installed or seismic criteria require different clearance.
4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inch above finished floor level. Install sleeves during erection of floors.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Wall Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
2. Seal space outside of sleeves with approved joint compound for wall assemblies.

C. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

D. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seal systems. Size sleeves to allow for 1 inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

END OF SECTION

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Color and legend requirements.
   2. Labels.
   3. Tape.

PART 2 - PRODUCTS

2.1 COLOR AND LEGEND REQUIREMENTS

A. Conductor Color Coding for Phase Voltage-Level Identification, 600 V or Less: Use colors listed below.
   1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG.
   2. Colors for 208Y/120V Circuits:
      a. Phase A: Black.
      b. Phase B: Red.
      c. Phase C: Blue.
      d. Neutral: White

   3. Colors for 480/277-V Circuits:

      a. Phase A: Brown.
      b. Phase B: Orange.
      c. Phase C: Yellow.
      d. Color for Neutral: White or gray.

   4. Color for Insulated Equipment Grounds: Green.

2.2 LABELS

A. Self-Adhesive Labels: Thermal, transfer-printed, 3 mil thick, multicolor, weather and UV resistant, pressure-sensitive adhesive labels, configured for intended use and location.

2.3 TAPE

A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick. Compounded for outdoor use.

PART 3 - EXECUTION

3.1 PREPARATION

A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Verify identity of each item before installing identification products.

C. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

D. Apply identification devices to surfaces that require finish after completing finish work.

E. Self-Adhesive Labels:
   1. On each item, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
   2. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where two lines of text are required, use labels 2 inches high.

F. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
   1. Field-Applied, Color Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

3.3 IDENTIFICATION SCHEDULE

A. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

B. Instructional Signs: Self-adhesive labels, including NEC required conductor color code identification for grounded and ungrounded conductors.

END OF SECTION

SECTION 28 46 21.11 - ADDRESSABLE FIRE-ALARM SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Addressable fire-alarm system.
2. Fire-alarm control unit (FACP).
3. Manual fire-alarm boxes.
4. System smoke detectors.
5. Duct smoke detectors.
6. Heat detectors.
7. Fire-alarm notification appliances.
8. Firefighters' two-way telephone communication service.
9. Fire-alarm remote annunciators.
10. Fire-alarm addressable interface devices.
11. Digital alarm communicator transmitters (DACTs).

1.2 DEFINITIONS

A. DACT: Digital alarm communicator transmitter.

B. EMT: Electrical metallic tubing.

C. FACP: Fire-alarm control unit.

D. NICET: National Institute for Certification in Engineering Technologies.

E. Voltage Class: For specified circuits and equipment, voltage classes are defined as follows:

1. Control Voltage: Listed and labeled for use in remote-control, signaling, and power-limited circuits supplied by a Class 2 or Class 3 power supply having rated output not greater than 150 V and 5 A, allowing use of alternate wiring methods complying with NFPA 70, Article 725.
2. Low Voltage: Listed and labeled for use in circuits supplied by a Class 1 or other power supply having rated output not greater than 1000 V, requiring use of wiring methods complying with NFPA 70, Article 300, Part I.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product, including furnished options and accessories.

1. Include construction details, material descriptions, dimensions, profiles, and finishes.
2. Include rated capacities, operating characteristics, and electrical characteristics.

B. Shop Drawings: For fire-alarm system.

1. Comply with recommendations and requirements in "Documentation" section of "Fundamentals" chapter in NFPA 72.
2. Include plans, elevations, sections, and details, including details of attachments to other Work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Annunciator panel details as required by authorities having jurisdiction.
5. Detail assembly and support requirements.
6. Include voltage drop calculations for notification-appliance circuits.
7. Include battery-size calculations.
8. Include input/output matrix.
9. Include written statement from manufacturer that equipment and components have been tested as a system and comply with requirements in this Section and in NFPA 72.
10. Include performance parameters and installation details for each detector.
11. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
12. Provide control wiring diagrams for fire-alarm interface to HVAC; coordinate location of duct smoke detectors and access to them.
    a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
    b. Show field wiring and equipment required for HVAC unit shutdown on alarm.
    c. Locate detectors in accordance with manufacturer's written instructions.
    d. Show air-sampling detector pipe routing.
13. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

1.4 INFORMATIONAL SUBMITTALS

A. Certificates:

1. Seismic Performance Certificates: For FACP, accessories, and components, from manufacturer. Include the following information:

    a. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
    b. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
    c. Detailed description of equipment anchorage devices on which certification is based and their installation requirements.

B. Field quality-control reports.

C. Sample Warranty: Submittal must include line item pricing for replacement parts and labor.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following and deliver copies to authorities having jurisdiction:

a. Comply with "Records" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.
b. Provide "Fire-Alarm and Emergency Communications System Record of Completion Documents" in accordance with "Completion Documents" Article in "Documentation" section of "Fundamentals" chapter in NFPA 72.
c. Complete wiring diagrams showing connections between devices and equipment. Each conductor must be numbered at every junction point with indication of origination and termination points.
d. Riser diagram.
e. Device addresses.
f. Record copy of site-specific software.
g. Provide "Inspection and Testing Form" in accordance with "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:

1) Equipment tested.
2) Frequency of testing of installed components.
3) Frequency of inspection of installed components.
4) Requirements and recommendations related to results of maintenance.
5) Manufacturer's user training manuals.

h. Manufacturer's required maintenance related to system warranty requirements.
i. Abbreviated operating instructions for mounting at FACP and each annunciator unit.

1.6 QUALITY ASSURANCE

A. Installer Qualifications:

1. Personnel must be trained and certified by manufacturer for installation of units required for this Project.
2. Obtain certification by NRTL in accordance with NFPA 72.
3. Licensed or certified by authorities having jurisdiction.

1.7 FIELD CONDITIONS

A. Seismic Conditions: Unless otherwise indicated on Contract Documents, specified Work in this Section must withstand the seismic hazard design loads determined in accordance with ASCE/SEI 7 for installed elevation above or below grade.

1. The term "withstand" means "unit must remain in place without separation of parts from unit when subjected to specified seismic design loads and unit must be fully operational after seismic event."

1.8 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail because of defects in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ADDRESSABLE FIRE-ALARM SYSTEM

A. Description:

1. Noncoded, UL-certified addressable system, with multiplexed signal transmission and horn-and-strobe notification for evacuation.

B. Performance Criteria:

1. Regulatory Requirements:

a. Fire-Alarm Components, Devices, and Accessories: Listed and labeled by a NRTL in accordance with NFPA 70 for use with selected fire-alarm system and marked for intended location and application.

2. General Characteristics:

a. Automatic sensitivity control of certain smoke detectors.
b. Fire-alarm signal initiation must be by one or more of the following devices
   1) Manual stations.
   2) Heat detectors.
   3) Smoke detectors.
   4) Duct smoke detectors.

c. Fire-alarm signal must initiate the following actions:

   1) Continuously operate alarm notification appliances.
   2) Identify alarm and specific initiating device at FACP and remote annunciators.

d. Supervisory signal initiation must be by one or more of the following devices and actions:
   1) Zones or individual devices have been disabled.
   2) FACP has lost communication with network.

e. System trouble signal initiation must be by one or more of the following devices and actions:

   1) Open circuits, shorts, and grounds in designated circuits.

2) Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3) Loss of communication with addressable sensor, input module, relay, control module, remote annunciator, printer interface, or Ethernet module.
4) Loss of primary power at FACP.
5) Ground or single break in internal circuits of FACP.
6) Abnormal ac voltage at FACP.
7) Break in standby battery circuitry.
8) Failure of battery charging.
9) Abnormal position of switch at FACP or annunciator.

f. System Supervisory Signal Actions:

1) Initiate notification appliances.

g. Identify specific device initiating event at FACP and remote annunciators. Document Storage Box:

1) Description: Enclosure to accommodate standard 8-1/2-by-11 inch manuals and loose document records. Legend sheet will be permanently attached to door for system required documentation, key contacts, and system information. Provide two key ring holders with location to mount standard business cards for key contact personnel.
2) Material and Finish: 18-gauge cold-rolled steel; four mounting holes.
3) Color: Red powder-coat epoxy finish.
4) Labeling: Permanently screened with 1 inch high lettering "SYSTEM RECORD DOCUMENTS" with white indelible ink.
5) Security: Locked with 3/4 inch barrel lock. Provide solid 12 inch stainless steel piano hinge.

2.2 FIRE-ALARM CONTROL UNIT (FACP)

A. Manufacturers:
1. Autocall, Johnson Controls
2. Fire-Lite Alarms; Honeywell International, Inc.
3. Silent Knight; Honeywell International, Inc.
4. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

B. Description: Field-programmable, microprocessor-based, modular, power-limited design with electronic modules.

C. Performance Criteria:

1. Regulatory Requirements: Comply with NFPA 72 and UL 864.
2. General Characteristics:

a. System software and programs must be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining information through failure of primary and secondary power supplies.
b. Include real-time clock for time annotation of events on event recorder and printer.

c. Provide communication between FACP and remote circuit interface panels, annunciators, and displays.
d. FACP must be listed for connection to central-station signaling system service.
e. Provide nonvolatile memory for system database, logic, and operating system and event history. System must require no manual input to initialize in the event of complete power down condition. FACP must provide minimum 500-event history log.
f. Addressable Initiation Device Circuits: FACP must indicate which communication zones have been silenced and must provide selective silencing of alarm notification appliance by building communication zone.

    1) Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: FACP must be listed for releasing service.

g. Fire-Alarm Annunciator: Arranged for interface between human operator at FACP and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and programming and control menu.

    1) Annunciator and Display: LCD, 80 characters, minimum.
    2) Keypad: Arranged to permit entry and execution of programming, display, and control commands.

h. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:

    1) Pathway Class Designations: NFPA 72, Class B.

i. Smoke-Alarm Verification:

    1) Initiate audible and visible indication of "alarm-verification" signal at FACP.
    2) Activate approved "alarm-verification" sequence at FACP and detector.
    3) Record events by system printer.
    4) Sound general alarm if alarm is verified.
    5) Cancel FACP indication and system reset if alarm is not verified.

j. Notification-Appliance Circuit:

    1) Audible appliances must sound in three-pulse temporal pattern, as defined in NFPA 72.
    2) Visual alarm appliances must flash in synchronization where multiple appliances are in same field of view, as defined in NFPA 72.
k. Remote Smoke-Detector Sensitivity Adjustment: Controls must select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and print out final adjusted values on system printer.
l. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to remote alarm station.

m. Voice/Alarm Signaling Service: Central emergency communication system with redundant microphones, preamplifiers, amplifiers, and tone generators provided as special module that is part of FACP.

n. Indicate number of alarm channels for automatic, simultaneous transmission of different announcements to different zones or for manual transmission of announcements by use of central-control microphone. Amplifiers must comply with UL 1711.

1) Allow application of, and evacuation signal to, indicated number of zones and simultaneously allow voice paging to other zones selectively or in combination.
2) Programmable tone and message sequence selection.
3) Standard digitally recorded messages for "Evacuation" and "All Clear."
4) Generate tones to be sequenced with audio messages of type recommended by NFPA 72 and that are compatible with tone patterns of notification-appliance circuits of FACP.

o. Status Annunciator: Indicate status of various voice/alarm speaker zones and status of firefighters' two-way telephone communication zones.

p. Preamplifiers, amplifiers, and tone generators must automatically transfer to backup units, on primary equipment failure.

q. Primary Power: 24 V(dc) obtained from 120 V(ac) service and power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, and DACT must be powered by 24 V(dc) source.

r. Alarm current draw of entire fire-alarm system must not exceed 80 percent of power-supply module rating.

s. Secondary Power: 24 V(dc) supply system with batteries, automatic battery charger, and automatic transfer switch.

t. Batteries: Sealed lead calcium.

2.3 MANUAL FIRE-ALARM BOXES

A. Manufacturers:
1. Autocall, Johnson Controls
2. Fire-Lite Alarms; Honeywell International, Inc.
3. Silent Knight; Honeywell International, Inc.
4. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

B. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes must be finished in red with molded, raised-letter operating instructions in contrasting color; must show visible indication of operation; and must be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.
1. Double-action mechanism requiring two actions to initiate alarm, pull-lever type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to FACP.
2. Station Reset: Key- or wrench-operated switch.
3. Indoor Protective Shield: Factory-fabricated, clear plastic enclosure hinged at top to permit lifting for access to initiate alarm. Lifting cover actuates integral battery-powered audible horn intended to discourage false-alarm operation.
4. Able to perform at up to 90 percent relative humidity at 90 deg F.

5. Material: Manual stations made of Lexan polycarbonate.
6. Able to be used in indoor areas.

2.4 SYSTEM SMOKE DETECTORS

A. Photoelectric Smoke Detectors:
1. Manufacturers:
   a. Autocall, Johnson Controls
   b. Fire-Lite Alarms; Honeywell International, Inc.
   c. Silent Knight; Honeywell International, Inc.
   d. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.
2. Performance Criteria:

   a. Regulatory Requirements:

      1) NFPA 72.
      2) UL 268.

   b. General Characteristics:

      1) Detectors must be four-wire type.
      2) Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to FACP.
      3) Base Mounting: Detector and associated electronic components must be mounted in twist-lock module that connects to fixed base. Provide terminals in fixed base for connection to building wiring.
      4) Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
      5) Integral Visual-Indicating Light: LED type, indicating detector has operated and power-on status.
      6) Detector address must be accessible from FACP and must be able to identify detector's location within system and its sensitivity setting.
      7) Operator at FACP, having designated access level, must be able to manually access the following for each detector:

         a) Primary status.
         b) Device type.
         c) Present average value.
         d) Present sensitivity selected.
         e) Sensor range (normal, dirty, etc.).

      8) Detector must have functional humidity range within 10 to 90 percent relative humidity.
      9) Color: White.

2.5 DUCT SMOKE DETECTORS

A. Manufacturers:
1. Autocall, Johnson Controls
2. Fire-Lite Alarms; Honeywell International, Inc.

3. Silent Knight; Honeywell International, Inc.
4. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

B. Description: Photoelectric-type, duct-mounted smoke detector.

C. Performance Criteria:

1. Regulatory Requirements:
   a. NFPA 72.
   b. UL 268.

2. General Characteristics:
   a. Detectors must be four-wire type.
   b. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to FACP.
   c. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
   d. Integral Visual-Indicating Light: LED type, indicating detector has operated and power-on status.
   e. Detector address must be accessible from FACP and must be able to identify detector's location within system and its sensitivity setting.
   f. Operator at FACP, having designated access level, must be able to manually access the following for each detector:

      1) Primary status.
      2) Device type.
      3) Present average value.
      4) Present sensitivity selected.
      5) Sensor range (normal, dirty, etc.).

   g. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL listed for use with supplied detector for smoke detection in HVAC system ducts.

      1) Each sensor must have multiple levels of detection sensitivity.
      2) Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
      3) Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.

2.6 HEAT DETECTORS

A. Combination-Type Heat Detectors:

1. Manufacturers:
   a. Autocall, Johnson Controls
   b. Fire-Lite Alarms; Honeywell International, Inc.
   c. Silent Knight; Honeywell International, Inc.
   d. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

2. Performance Criteria:

a. Regulatory Requirements:

1) NFPA 72.
2) UL 521.

b. General Characteristics:

1) Temperature sensors must test for and communicate sensitivity range of device.

c. Actuated by fixed temperature of 135 deg F or rate of rise that exceeds 15 deg F per minute unless otherwise indicated.
d. Mounting: Twist-lock base interchangeable with smoke-detector bases.
e. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to FACP.

f. Detector must have functional humidity range of 10 to 90 percent relative humidity.
g. Color: White.

2.7 FIRE-ALARM NOTIFICATION APPLIANCES

A. Fire-Alarm Audible Notification Appliances:

1. Manufacturers:
   a. Autocall, Johnson Controls
   b. Fire-Lite Alarms; Honeywell International, Inc.
   c. Silent Knight; Honeywell International, Inc.
   d. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

2. Description: Horns, bells, or other notification devices that cannot output voice messages.
3. Performance Criteria:

   a. Regulatory Requirements:

      1) NFPA 72.

   b. General Characteristics:
      1) Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.
      2) Chimes, Low-Level Output: Vibrating type, 75 dB(A-weighted) minimum rated output.
      3) Chimes, High-Level Output: Vibrating type, 81 dB(A-weighted) minimum rated output.
      4) Sounders, High Volume 24 V(dc): Less than 6 mA of alarm current.
      5) Sounders, Low Volume 24 V(dc): Less than 4 mA of alarm current.
      6) Audible notification appliances must have functional humidity range of 10 to 95 percent relative humidity.
      7) ISO Temporal 3 Evacuation Tone: 90 plus or minus 4 dB(A-weighted) at 24 V.

8) ISO Temporal 3 Alert Tone: 95 plus or minus 5 dB(A-weighted) at 24 V.
9) AS2220 Evacuation Tone: 93 plus or minus 4 dB(A-weighted) at 24 V.
10) AS2220 Alert Tone: 93 plus or minus 5 dB(A-weighted) at 24 V.
11) Horns: Electric-vibrating-polarized type, 24 V(dc); with provision for housing operating mechanism behind grille. Comply with UL 464. Horns must produce sound-pressure level of 90 dB(A-weighted), measured 10 ft. from horn, using coded signal prescribed in UL 464 test protocol.
12) Combination Devices: Factory-integrated audible and visible devices in single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.

B. Fire-Alarm Visible Notification Appliances:

1. Manufacturers:
   a. Autocall, Johnson Controls
   b. Fire-Lite Alarms; Honeywell International, Inc.
   c. Silent Knight; Honeywell International, Inc.
   d. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

2. Performance Criteria:

   a. Regulatory Requirements:

      1) NFPA 72.
      2) UL 1971.

   b. General Characteristics:

      1) Rated Light Output:
         a) 15/30/75/110 cd, selectable in field.

      2) Clear or nominal white polycarbonate lens mounted on aluminum faceplate.
      3) Mounting: Wall mounted unless otherwise indicated.
      4) For units with guards to prevent physical damage, light output ratings must be determined with guards in place.
      5) Flashing must be in temporal pattern, synchronized with other units.
      6) Strobe Leads: Factory connected to screw terminals.
      7) Mounting Faceplate: Factory finished, red.

2.8 FIREFIGHTERS' TWO-WAY TELEPHONE COMMUNICATION SERVICE

A. Manufacturers:
   1. Autocall, Johnson Controls
   2. Fire-Lite Alarms; Honeywell International, Inc.
   3. Silent Knight; Honeywell International, Inc.
   4. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

B. Description: Dedicated, two-way, supervised, telephone voice communication links between FACP and remote firefighters' telephone stations. Supervised telephone lines must be connected to talk circuits by controls in control module.

C. Performance Criteria:

1. Regulatory Requirements:

a. NFPA 72.

2. General Characteristics:

a. Common-talk type for firefighter use only.
b. Controls to disconnect phones from talk circuits if too many phones are in use simultaneously. Indicator lamp must flash if phone is disconnected from talk circuits.
c. Addressable firefighters' phone modules to monitor and control loop of firefighter phones. Module must be capable of differentiating between normal, off-hook, and trouble conditions.
d. Audible Pulse and Tone Generator, and High-Intensity Lamp: When remote telephone is taken off hook, it causes audible signal to sound and high-intensity lamp to flash at FACP.
e. Selector panel controls to provide for simultaneous operation of up to six telephones in selected zones. Indicate ground faults and open or shorted telephone lines on panel front by individual LEDs.
f. Display: Digital to indicate location of caller.
g. Remote Telephone Cabinet: Flush- or surface-mounted cabinet as indicated; factory-standard red finish; with handset.

1) Install one-piece handset to cabinet with vandal-resistant armored cord. Silk-screened or engraved label on cabinet door, designating "Fire Emergency Phone."
2) With "break-glass" door access lock.

h. Remote Telephone Jack Stations: Single-gang, stainless steel-plate mounted plug, engraved "Fire Emergency Phone."
i. Handsets: push-to-talk sets with noise-canceling microphone stored in cabinet adjacent to FACP.

2.9 FIRE-ALARM REMOTE ANNUNCIATORS

A. Manufacturers:
1. Autocall, Johnson Controls
2. Fire-Lite Alarms; Honeywell International, Inc.
3. Silent Knight; Honeywell International, Inc.
4. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

B. Performance Criteria:

1. Regulatory Requirements:

a. NFPA 72.

2. General Characteristics:

a. Annunciator functions must match those of FACP for alarm, supervisory, and trouble indications. Manual switching functions must match those of FACP, including acknowledging, silencing, resetting, and testing.

1) Mounting: Surface cabinet, NEMA 250, Type 1.

b. Display Type and Functional Performance: Alphanumeric display and LED indicating lights must match those of FACP. Provide controls to acknowledge, silence, reset, and test functions for alarm, supervisory, and trouble signals.

2.10 FIRE-ALARM ADDRESSABLE INTERFACE DEVICES

A. Manufacturers:
1. Autocall, Johnson Controls
2. Fire-Lite Alarms; Honeywell International, Inc.
3. Silent Knight; Honeywell International, Inc.
4. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

B. Performance Criteria:

1. Regulatory Requirements:

a. NFPA 72.

2. General Characteristics:

a. Include address-setting means on module.
b. Store internal identifying code for control panel use to identify module type.
c. Listed for controlling HVAC fan motor controllers.
d. Monitor Module: Microelectronic module providing system address for alarm-initiating devices for wired applications with normally open contacts.

e. Control Module:

1) Operate notification devices.

2.11 DIGITAL ALARM COMMUNICATOR TRANSMITTERS (DACTs)

A. Manufacturers:
1. Autocall, Johnson Controls
2. Fire-Lite Alarms; Honeywell International, Inc.
3. Silent Knight; Honeywell International, Inc.
4. Substitutions: Section 01 60 00 - Product Requirements. Approved equal.

B. Performance Criteria:

1. Regulatory Requirements:

a. NFPA 72.

2. General Characteristics:

a. DACT must be acceptable to remote central station and must be listed for fire-alarm use.

b. Functional Performance: Unit must receive alarm, supervisory, or trouble signal from FACP and automatically capture two telephone line(s) and dial preset number for remote central station. When contact is made with central station(s), signals must be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter must initiate local trouble signal and transmit signal indicating loss of telephone line to remote alarm receiving station over remaining line. Transmitter must automatically report telephone service restoration to central station. If service is lost on both telephone lines, transmitter must initiate local trouble signal.

c. Local functions and display at DACT must include the following:

1) Verification that both telephone lines are available.
2) Programming device.
3) LED display.
4) Manual test report function and manual transmission clear indication.
5) Communications failure with central station or FACP.

d. Digital data transmission must include the following:

1) Address of alarm-initiating device.
2) Address of supervisory signal.
3) Address of trouble-initiating device.
4) Loss of ac supply.
5) Loss of power.
6) Low battery.
7) Abnormal test signal.
8) Communication bus failure.

e. Secondary Power: Integral rechargeable battery and automatic charger.

f. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.

1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.

B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Preinstallation Testing: Perform verification of functionality of installed components of existing system prior to starting work. Document equipment or components not functioning as designed.

B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service in accordance with requirements indicated:

1. Notify Owner no fewer than seven days in advance of proposed interruption of fire-alarm service.
2. Do not proceed with interruption of fire-alarm service without Owner's written permission.

C. Protection of In-Place Conditions: Protect devices during construction unless devices are placed in service to protect facility during construction.

3.3 INSTALLATION OF EQUIPMENT

A. Comply with NECA 305, NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."

1. Devices placed in service before other trades have completed cleanup must be replaced.
2. Devices installed, but not yet placed, in service must be protected from construction dust, debris, dirt, moisture, and damage in accordance with manufacturer's written storage instructions.

B. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections.

1. Connect new equipment to existing control panel in existing part of building.
2. Connect new equipment to existing monitoring equipment at supervising station.
3. Expand, modify, and supplement existing control and monitoring equipment as necessary to extend existing control and monitoring functions to new points. New components must be capable of merging with existing configuration without degrading performance of either system.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18 inch centers around full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
6. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
7. Install anchor bolts to elevations required for proper attachment to supported equipment.

C. Remote Status and Alarm Indicators: Install in visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.

D. Audible Alarm-Indicating Devices: Install not less than 6 inch below ceiling. Install bells and horns on flush-mounted back boxes with device-operating mechanism concealed behind grille. Install devices at same height unless otherwise indicated.

E. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inch below ceiling. Install devices at same height unless otherwise indicated.

F. Device Location-Indicating Lights: Locate in public space near device they monitor.

3.4 ELECTRICAL CONNECTIONS

A. Connect wiring in accordance with Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

B. Ground equipment in accordance with Section 26 05 26 "Grounding and Bonding for Electrical Systems."

C. Install electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.

D. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.

1. Nameplate must be laminated acrylic or melamine plastic signs, as specified in Section 26 05 53 "Identification for Electrical Systems."

3.5 CONTROL CONNECTIONS

A. Install control and electrical power wiring to field-mounted control devices.

B. Connect control wiring in accordance with manufacturer’s instructions.

C. Install nameplate for each control connection, indicating field control panel designation and I/O control designation feeding connection.

3.6 PATHWAYS

A. Pathways above recessed ceilings and in inaccessible locations may be routed exposed.

1. Exposed pathways located less than 96 inch above floor must be installed in EMT.

B. Pathways must be installed in EMT.

C. Exposed EMT must be painted red enamel.

3.7 CONNECTIONS

A. Make addressable connections with supervised interface device to the following devices and systems. Install interface device less than 36 inch from device controlled. Make addressable confirmation connection when such feedback is available at device or system being controlled.

3.8 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 27 05 53 "Identification for Communications Systems."

B. Install framed instructions in location visible from FACP.

3.9 GROUNDING

A. Ground FACP and associated circuits in accordance with Section 26 05 26 "Grounding and Bonding for Electrical Systems."

B. Ground shielded cables at control panel location only. Insulate shield at device location.

3.10 FIELD QUALITY CONTROL

A. Field tests must be witnessed by authorities having jurisdiction.

B. Administrant for Tests and Inspections:
   1. Administer and perform tests and inspections with assistance of factory-authorized service representative.

C. Tests and Inspections:

   1. Visual Inspection: Conduct visual inspection prior to testing.

      a. Inspection must be based on completed record Drawings and system documentation that is required by "Completion Documents, Preparation" table in "Documentation" section of "Fundamentals" chapter in NFPA 72.
      b. Comply with "Visual Inspection Frequencies" table in "Inspection" section of "Inspection, Testing and Maintenance" chapter in NFPA 72; retain "Initial/Reacceptance" column and list only installed components.

   2. System Testing: Comply with "Test Methods" table in "Testing" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.
   3. Factory-authorized service representative must prepare "Fire Alarm System Record of Completion" in "Documentation" section of "Fundamentals" chapter in NFPA 72 and "Inspection and Testing Form" in "Records" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.

D. Reacceptance Testing: Perform reacceptance testing to verify proper operation of added or replaced devices and appliances.

E. Fire-alarm system will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

G. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.

H. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.11 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system. Provide video recording of training to Owner

3.12 MAINTENANCE

A. Maintenance Service: Beginning at Substantial Completion, maintenance service must include 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper operation. Parts and supplies must be manufacturer's authorized replacement parts and supplies.

1. Include visual inspections in accordance with "Visual Inspection Frequencies" table in "Testing" paragraph of "Inspection, Testing and Maintenance" chapter in NFPA 72.
2. Perform tests in "Test Methods" table in "Testing" paragraph of "Inspection, Testing and Maintenance" chapter in NFPA 72.
3. Perform tests per "Testing Frequencies" table in "Testing" paragraph of "Inspection, Testing and Maintenance" chapter in NFPA 72.

3.13 SOFTWARE SERVICE AGREEMENT

A. Comply with UL 864.

B. Technical Support: Beginning at Substantial Completion, service agreement must include software support for two years.

C. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software must include operating system and new or revised licenses for using software.

1. Upgrade Notice: At least 30 days to allow Owner to schedule access to system and to upgrade computer equipment if necessary.

END OF SECTION